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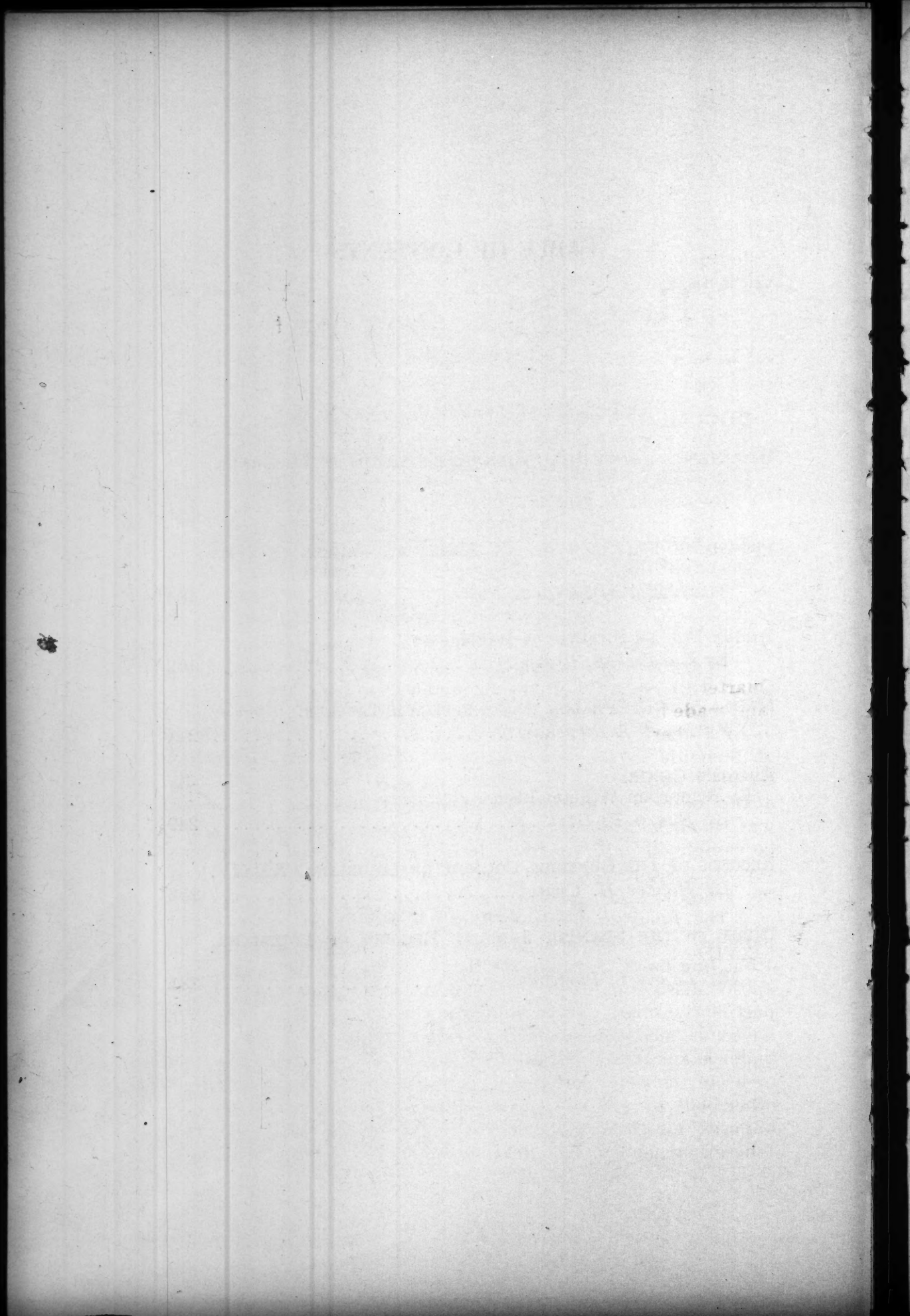
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DOCUMENTS CONCERNING BIENVILLE'S LANDS IN LOUISIANA, 1719-1737.

SECOND INSTALLMENT

Edict of the Council of State at Versailles August 10, 1728,
Annuling all Concessions on the Mississippi.

Editorial Introduction by Henry P. Dart.

VI.

In the first installment of these papers (January, 1927, Quarterly), we printed the documents covering the grants of land made by Governor Bienville to himself in 1719, concurred in by Hubert, the Ordonnateur of the Colony and Coadjutor of Bienville in the government. These grants received the tentative approval of the officers and directors of the Company of the Indies in Paris, but the Patent or Concession in due form was withheld while awaiting a survey and other procedure to be completed by Bienville. Until this was done and a process-verbal of the whole was returned to Paris and approved there the grant was inchoate and subject to revocation.

The lands granted by Bienville to himself were in two parcels. One body began at the upper limits of New Orleans (that line being the present Bienville Street), running thence up the Mississippi River to the Choupitoulas (about where Southport now stands), and extending in the rear to the swamp. We have not been able to fix this rear boundary from the papers under examination, but the City part has always been assumed to be in the neighborhood of our present Broad Street. The other body of land was on the Algiers side of the river, exactly opposite old New Orleans, running from Pointe St. Antoine (the great point of Algiers) down the river for many miles.

At the date of these Bienville Grants, the Company of the Indies then in control of Louisiana, was bending every effort to people the Colony and as an inducement to colonists, the Company offered Concessions of free land to all who would undertake to settle on and cultivate the stipulated quantity covered by such grants. But in the Edict of 1728, it is made to appear that such free Concessions were not to be located near New Orleans. It is insisted on the contrary, that it was the intention to make grants there in small parcels to ex-soldiers or to settlers under semi-feudal conditions with the object of creating a body of retainers who would be subject to military duty in defense of New Orleans. The land policy of the Company is an interesting chapter in our early history and it is discussed by Martin and by Gayarre but without the fullness of detail the subject required, possibly because the documents were not before them or not accessible in Louisiana.

Some of the grants and the names of some of the grantees are given by these historians. It is very curious, however, that neither writer mentions the Bienville Grants, and of course, both ignore the controversy that resulted over them in Colonial Louisiana. The documents printed in the present installment show that a serious attack was made on the transaction and that the issue reached the highest court in France (the Council of State) and was decided against Bienville. Martin (I, 265) refers to this decision, the Edict of the King's Council of August 10, 1728, but he misinterprets the primary object of the decree and apparently was not informed upon the reasons given by the Council in support of the Edict. Gayarre (*Histoire*, I, 235 and *History* I, 391) follows Martin, literally using his words and throwing no additional light on the subject.

In order to show the condition of our knowledge regarding the decree of August 10, 1728, we copy the following from Martin (*History of Louisiana*, Original Edition, I, 265):

"A considerable number of negroes had been introduced, and land, which hitherto had been considered as of but little value, began to be regarded as of great relative importance. Much attention had not been paid to securing titles; much less to a compliance with the terms on which they had been granted. This began to create confusion, and confusion resulted in litigation; for the purpose of stopping this evil, in its

beginning, the King's Council published an edict on the 10th of August, 1728.

"All orders of the directors of the Company in France, issued to those in Louisiana, before the last of December, 1723, not presented to the latter and followed by possession and the required improvement, were annulled.

"Landholders were required to exhibit their titles, and to make a declaration of the quantity of land claimed and improved by them, to the senior member of the Superior Council, within a limited time, under the penalty of a fine of two hundred dollars, and in case of continued neglect, to comply with these requisites, the land was to be resumed and granted to others.

"Grants of more than twenty arpents in front, on either side of the Mississippi, below Bayou Manchac, were to be reduced to that front, except in cases, in which the whole front had been improved; it was thought necessary to have a denser population above and below the city, for its better protection and security.

"Lands theretofore granted, were required to be improved by one-third of the quantity in front being put in a state to be ploughed and cultivated; but the two chief officers of the Colony were authorized, on application, to make exceptions in favor of such landholders who, having large herds of cattle, kept their land in pasture.

"The depth of every grant was fixed at between twenty and one hundred arpents, according to its situation.

"The Company, as lords of all the land in the Province, were authorized to levy a quit rent of a sous (a cent) on every arpent, cultivated or not, and five livres on every negro, to enable it to build churches, glebes and hospitals.

"Grantees were restrained from alienating their land until they had made the requisite improvements.

"Hunting and fishing were permitted; provided no damage was done to plantations and enclosures, and no exclusive right thereto was to be granted.

"The Company was empowered to grant the right of patronage, to persons binding themselves to build and endow churches."

The Edict here translated and printed for the first time in Louisiana, gives us a new version of Bienville's transaction, and also opens up another interesting and hitherto unmentioned incident in our history. It has been generally accepted that all land granted by the Company of the Indies was in fee simple and without restriction. This was based on the clause in the Royal Concession to the Company of the West (afterwards named the Company of the Indies), usually called the Charter of the Company, dated August, 1717, that vested it with full power to give or convey the land of the Colony in such manner as it desired. The wording of Article 8¹ is:

"The Company is empowered to sell or alienate the lands of its Concession on such 'cens et rentes' that it may judge proper, even to grant them in fee simple (en franc aleu) without justice or seigneurie."²

In the Edict of 1728 it is said that the Company immediately construed this clause as not affecting a previous edict of the King, dated October 12, 1716, which provided for the reservation of certain parts of the domain to be held for settlement under the obligation of seignorial service, and that it also construed its own grant as authority for disposing of lands under such service. That the Company had accordingly ordered:

"Sieur Hubert, charged with the administration of its affairs in the said country by its dispatch of September 25, 1717, not to place nor to give concessions 'en franc aleu' (allodium or fee simple³) from Manchac descending the River Saint Louis (Mississippi) to the sea but to distribute the lands to be found in the said extent of country in Concessions of two or three arpents front by sixty in depth to different families or laborers

¹The text of this Article of the Edict of Aug., 1717, is as follows: "Pourra la d'Compagnie vendre ou aliener les terres de sa Concession a tels cens et rentes quelle jugera a propos meme les accorder en franc aleu sans justice ny seigneurie."

²See text of original in Calendar of Documents, Publications La. Hist. Society, Vol. IV, pp. 43-61, 1908.

³All words in parenthesis inserted by the editor; words in black type are not underscored in the original text.

or soldiers who would wish to settle there. This provision having as its chief object to increase the plantations on both sides of the river above as well as below New Orleans in order to be able to gather if need be a sufficient number of men to defend the entrance of the Colony on the sea side."

The Edict says further that this reservation was contained in all Concessions granted by the Company to settlers,

"but the persons to whom the Company has entrusted the administration of its affairs in the said country have paid so little attention to the distribution of the lands that they allowed the greater number of individuals who had grants . . . to settle in the aforementioned lands positively reserved for small settlers and for the domain of the Company; that they even granted and took for themselves adjoining and opposite New Orleans considerable areas for which they surreptitiously obtained the said approval under the false pretext that these lands were continually flooded though this . . . was opposed to the conditions carried in the provisional orders."

Other findings of fact along the same line are set out in the preamble to the Edict, which in substance revokes all existing grants in the territory aforesaid and concludes with twenty articles establishing in favor of actual settlers a method of curing this disobedience of the original Edicts and of the aforesaid orders of the Company.

In 1737, while Bienville was serving as Royal Governor in Louisiana, he prepared a series of official certificates tending to show a contemporary compliance on his part with the letter and spirit of the findings of this Edict, and he submitted a mass of documents proving that he had before the Edict of 1728 settled both of his tracts with farmers, who stipulated quit rents and other obligations.⁴

With these documents Bienville submitted a brief or argument in which he admits that the effect of the Edict is to quash

⁴This subject has been discussed by Deller (*The Germans in Louisiana*) and a feature of the topic has been treated by Soniat, *The History of the Title to the Jesuit Plantation*, *Publications La. Hist. Society*, Vol. 5, p. 5. See also J. J. O'Brien, S. J., *Sketch of the Expulsion of the Society of Jesus from Colonial Louisiana*, *Publications La. Hist. Society*, Vol. 9, p. 9.

and revoke his original grants and he now seeks to reopen the question and to obtain from the Council of State a ratification of the original grants. These documents will be printed in future installments of this series in the *Quarterly*, and we may leave the subject at this point with the statement that we have not so far found any evidence in our archives showing the action of the Council of State on this application of Bienville.

This Edict was also promptly attacked by D'Asfield and Bellisle owners of Chaouaches Concession and of Little Desert on other grounds and these documents will be printed hereafter.

We have said enough to show the very great value and importance of this Edict of 1728, both as to its bearing on the reputation of Bienville and in its relation to the history of the distribution of land in Louisiana under the regime of the Company of the Indies.

The Edict has been transcribed and translated by Heloise H. Cruzat with some supervision by the writer of this introduction.

**Edict of the Council of State of August 10, 1728, Annuling
All Concessions from Manchac to the Sea and Provid-
ing a Method of Re-establishing Titles Thereto.**

I.

Translated by Heloise H. Cruzat

At Versailles, August 10, 1728

Decree Concerning the lands situated in Louisiana
Excerpt from the Registers of the Council of State.

⁵On this that has been represented to the King by the Directors of the Company of the Indies, that since it pleased His Majesty to concede to said Company the Province of Louisiana, it has given with success that grows day by day, all its attention towards establishing the kind of agriculture in that country most useful to commerce, and to attract settlers have made them advances of provisions, utensils, negroes and other like assistance.

That with a view of inducing a larger number of families, French as well as strangers to settle there, it has granted in

⁵The Edict is here printed in paragraphs for the convenience of the readers. In the original text there is no such division. All words in parentheses inserted by the translator and the editor.

fee simple (*en franc aleu*) to different individuals large areas of lands proportioned on the number of persons they agreed to establish thereon for their account; that some (of these) sent to Louisiana the orders dispatched by the Directors of the Company to take possession of the said lands, but others have kept them until this day without having produced them in the said country.

That in these orders it is positively specified that they could not settle in places previously granted or reserved by the Company, in conformity with the decree of the Council of State of His Majesty, dated October 12th, 1716, concerning the distribution of lands in Louisiana in small portions, and also to form a private Domain in which it may establish quit-rents, rents and seigniorial duties (*cens, rentes et devoires seigneuriaux*) under the authority of the letters patent of His Majesty issued in the month of August, 1717; (that) it ordered *Sieur Hubert* charged with the administration of its affairs in the said country by its dispatch of September 25th, 1717, not to place nor to give grants (concessions) in fee simple (*en franc aleu*) from *Manchac* descending the River *Saint Louis* (the *Mississippi*) to the sea, but to distribute the lands to be found in the said extent of country in concessions (grants) of two or three arpents front by sixty in depth to different families, laborers and soldiers who would wish to settle there; this provision having as its chief object to create and multiply plantations on both sides of the River above as well as below *New Orleans* in order to be able to gather when needed a sufficient number of men to defend the entrance of the Colony on the sea side.

That with this purpose the Directors of the Company issued many provisional orders of concession according to which the *Concessionnaires*, among other things, are required to make their lands productive, or partly so, in six months, to pay the rights and seigniorial duties which shall be established, to have *proces-verbaux* drawn up of their taking possession describing the extent and limits of their lands, and to send these *proces-verbaux* with the said provisional orders to France, to be approved by the Company and letters of concession in due form to be dispatched thereunder.

That not only have none of the *concessionnaires* complied with these conditions but the persons to whom the Company

has intrusted the administration of its affairs in the said country have paid so little attention to the distribution of the lands that they allowed the greater number of individuals who had permission to take in fee simple (*en franc alleu*), to settle on the lands aforesaid explicitly and positively reserved for small settlers and for the Domain of the Company.

That they have even granted and taken for themselves immediately adjoining and opposite New Orleans considerable areas for which they surreptitiously obtained approval under the false pretense that these lands were continually flooded, though this taking was in conflict with the conditions carried in the provisional orders, which action gives the Company the right to refuse to the parties in question the letters of concession necessary to assure them the ownership of the said lands which they have thus usurped. They have not dared to draw up the *proces-verbaux* in which they are obliged to report on the situation and the extent and limits of the lands they possess in order to obtain the said letters of concession; in short, these possessors have submitted to no rule and have failed to comply with the essential formalities that would have assured their title and that of their neighbors and they find themselves in a confusion which would become an inexhaustible source of discussions with the Company and of suits between themselves should the situation be not quickly remedied.

That moreover the greater number of these same possessors have retained for a long time large bodies of land without clearing them and without seeming to have any other intention in keeping them than to sell or to despoil them to their profit. It would be dangerous to continue an abuse so injurious to the establishment of the Colony.

Therefore the Company has judged it necessary to enforce without delay an order that will quiet the settlers and preserve the rights granted by the letters patent of His Majesty of the month of August, 1717 (and) the Directors of the said Company have very humbly petitioned His Majesty to break and annul such of its orders dispatched prior to the end of 1723 for the distribution of lands, which it is found have not been produced in the said country nor put in execution there.

And furthermore to oblige the detainers (possessors) of lands to produce before the first Councillor of the Superior Council of the said Province the titles by which they possess

the said lands and to furnish accurate declarations thereon; to order (also the) reunion to the Domain of the Company all lands for which the pretended proprietors have not presented titles nor furnished any declaration, as also the abandoned lands;

To break and annul any order of concession of land which may have been granted in fee simple (*en franc aleu*) in the extent of the country on both sides of the River Saint Louis (Mississippi) from the rivulet of Manchac to the sea, by reducing to twenty arpents front by the ordinary depth, the concessions of greater extent of land which have been granted in the said extent of country and reuniting the surplus to the Domain of the Company.

To set a time to improve the lands by regulating the cases in which they would be reputed (to be improved) and ordering reunion to the Domain of the Company of the lands of the parties who will not conform thereto; to regulate the depth of the tracts which are and shall be conceded along the River.

To oblige all proprietors to have the limits of their lands marked in breadth as well as in length; to oblige them likewise to take out letters of concession in due form from the Company in the space of three years under penalty of reunion of the said lands to the Domain of the Company.

To authorize the said Company, as much as need shall be, to establish its seigniorial rights on the lands within the extent of country reserved by it for its Domain, for which rights it proposes lots and sales, the defaults, seizures and fines following the custom of Paris, the quit-rent of one sol of rent (*les cens d'un sol de rente*) per square arpent on improved or non-improved lands and 100 sols per negro head for support of cures, construction of churches, presbyteries and hospitals, to oblige the concessionnaires to get permission from the Company to sell the whole or part of their land; to permit the Company to concede land in the said Province of Louisiana in feudal tenure or seigniority (*en fief et seigneurie*) with high and low justice following rules established by the Custom of Paris, and this notwithstanding what is carried in the letters patent of His Majesty of the month of August, 1717.

To allow it likewise to concede the right of patronage of the Churches granted by the said letters patent; to declare hunting and fishing free throughout the Colony and finally to

order that the individuals who have obtained places in New Orleans be obligated to the formalities prescribed for the tenants of land and to build in a year on the said sites under penalty of reunion to the Domain of the Company.

His Majesty having considered, heard the report of Sieur Le Pelletier, ordinary Councillor of State of the Royal Council, Comptroller General of the finances, His Majesty being in his Council has ordered and does order what follows:

ART. 1st.

All orders despatched by the Directors of the Company of the Indies up to the end of the year 1723 to the Directors of the Colony of Louisiana to grant lands in the said Colony, that shall not have been presented in the said country and followed by possession in behalf of the persons to whom the grants were made, shall be null and void.

ART. 2d.

All those possessing lands and plantations in the said province shall be held to produce before the First Councillor of the Superior Council, whom His Majesty has appointed for this purpose, the orders of possession and titles by virtue of which they hold and possess them, together with copies of the said titles, and a declaration certified by them as true (showing) the quality of the said lands, the places where they are situated, and those which have been made productive. To wit, in six months from the day of registering of the present decree in the Superior Council of Louisiana, and of the publication of it there for those who are settled from Mancha(c) on both sides of the River Saint Louis (Mississippi) to the lower end of the said river, including New Orleans and its territory; and within a year for all other inhabitants. His Majesty however allows the said First Councillor to appoint in the different posts of the Colony such persons as he may judge proper to receive production of said titles and the said declarations.

ART. 3d.

The lands that have not been cleared nor made productive for which the proprietors shall not have presented the titles nor furnished copy of them together with declarations within the term above ordered shall be reunited to the Domain of the Company by virtue of the present decree, without need of any other,

and the said lands shall be conceded by them to other settlers to be enjoyed by them in full ownership.

ART. 4th.

The lands which shall have been made productive and afterwards abandoned shall likewise be reunited to the Domain of the Company by virtue of the present decree, without need of any other, and the said lands shall be conceded by the said Company to other settlers to be enjoyed by them in full ownership.

ART. 5th.

The persons who shall have had concessions of land which they have cultivated (the titles) of which are not satisfactory at the presentation of the titles and at the declaration ordered by the present decree and within the terms mentioned, shall be condemned to 200 livres fine for the benefit of the Hospital of New Orleans, and on failure of the said proprietors to produce their titles, and to make said declarations, within six months after the judgment carrying the penalty of the said fine and notification of same, their lands and plantations shall be reunited to the Domain of the said Company by virtue of the present decree, without need of any other, and the said lands shall be conceded by the said Company to other settlers to be enjoyed by them in full ownership.

ART. 6th.

Those who without concessions nor titles have established themselves on lands in the said Province shall be held in the delay carried by Art. 2 of the present decree to furnish to the said First Councillor or to those he will appoint an exact declaration of the lands they have cleared and made productive and of the quantity that they estimate may be needed for their establishment, and on failure of said individuals to satisfy this condition, the lands on which they are established shall be reunited to the Domain of the said Company by virtue of the present decree, without need of any other, and the said lands shall be conceded by it to other settlers to be enjoyed by them in full ownership.

ART. 7th.

His Majesty has cancelled and annulled all orders for concessions which may have been granted in fee simple (*en franc aleu*) on both sides of the River Saint Louis (Mississippi) from

Manchat(c) to the sea (and) orders that the titles be reported in the term prescribed by Art. 2 of the present decree, to be followed by new acts of concession with obligation of the quit-rents (redevances) which will be explained hereafter, to be despatched to the proprietors.

ART. 8th.

His Majesty has reduced to twenty arpents front by the ordinary depth all tracts of a greater extent which may have been conceded to each individual on both sides of the river from Manchat(c) to the sea, His Majesty ordering however, that those who shall have cleared over twenty arpents front by three at least in depth, be confirmed in the possession of the quantity of arpents cleared in front without anything being deducted from the ordinary depth and that the surplus of the said lands be reunited to the Domain of the Company by virtue of the present decree, without need of any other for the said lands thus reunited, to be distributed to other settlers who will enjoy them in full ownership. His Majesty also orders that the reductions of the said lands shall be made on the orders of the First Councillor in the Superior Council, whom His Majesty has authorized and does authorize to this end; which orders shall serve as titles to the proprietors of the said lands whilst awaiting their letters of concession that will have been despatched to them by the said Company.

ART. 9th.

The lands which individuals shall have taken possession of in the said expanse of country shall be made productive within three years beginning from the day of publication of the present decree, and those hereafter conceded shall be made productive within the term of four years counting from the date of the order despatched by the said Company or by its managers to the concessionnaires to take possession of the said lands and after expiration of these terms the land still unploughed shall be reunited to the Domain of the Company.

ART. 10th.

Each concession of land will be held productive when one-third of it shall have been cleared and in condition to be ploughed unless the Directors for the Company in Louisiana grant further delay according to the cases which will seem to them to be privileged (exceptional) ones, with the understanding however by

His Majesty, that the concessionnaires who live on their lands and who possess a sufficient number of cattle to use all their lands in grazing shall not be compelled to make other dispositions, and, that in this case, well verified, their concessions shall be considered productive.

ART. 11th.

The depth of all the lands possessed in the said extent of country shall be regulated according to their situation from twenty to one hundred arpents, and to be able to verify the condition of the concessionnaires in this regard, they will be held to place landmarks to establish the extent of their lands in breadth as well as in depth and to have proces-verbaux drawn up by a sworn surveyor in the presence of their neighbors who for this purpose shall be called to witness the fixing of the limits, so that the proces-verbaux shall be signed by the interested parties and remitted to the Registry of the Commission.

ART. 12th.

All owners of lands shall be obligated to take letters of concession in due form from the said Company, and to facilitate the execution of this the First Councillor of the Superior Council shall send to the said Company the duplicates of the orders he has rendered, whether it be to reduce the quantity of the lands that each settler owns or to validate the proces-verbal which they will have had drawn up of the situation constituting extent and limits of their lands, so that on these orders and proces-verbaux annexed, there will be sent by the Company letters of concession, which shall be remitted to those to whom they shall appertain after having been registered in the Registry of the Superior Council of the Province, and after the Concessionnaires have made their submission and agreed to execute the clauses and conditions carried in the said letters; and on failure by those who now own lands on both sides of the river, from Manchat(c) to the sea, to set themselves in condition within the term of two years counting from the day of publication of the present decree to obtain letters of concession from the said Company, they shall be prosecuted for the purpose of reuniting their lands to the Domain of the said Company, following the form prescribed by Art. 4 of the present decree, and in regard to those who possess lands beyond the said extent of country they will be likewise held to take letters of concession from the said Company in the term of four years.

ART. 13th.

The said Company in the extent of country it has reserved to itself for its individual seigniority, shall enjoy the rights of lots and sales, defaults, seizures and fines, following the Custom of Paris and of a quit-rent (cens) of one sol per square arpent throughout the whole extent of the land that each concessionnaire possesses even if this extent of country be not entirely cleared, which quit-rent will be paid only four years after the concessionnaire shall have taken possession of his land; and to enable the said Company to provide for the support of the Cures and Missionaries and for the construction of the Churches, Presbyteries and hospitals, His Majesty allows the said Company to raise annually at its desire 5 livres per negro (slave) head as it is established and practised in the other Colonies.

ART. 14th.

The Concessionnaires will not be able to surrender (abandon) the whole or part of the lands which have been ceded to them without permission from the Company, under penalty of nullification of the contracts, of restitution of the money (deniers), and of 500 livres of fine applicable to the Hospital of New Orleans, and to obtain the said permission, they will be obligated to show by a report in due form from the sworn surveyor that at least one-fifth of the land is cleared or has buildings thereon.

ART. 15th.

The said Company shall be able in the future to concede lands in the said Province and Colony of Louisiana above Manchac(c), in feudal tenure and seigniority (en fief et seigneurie) with high and low justice conformably to established rules following the Custom of Paris and this notwithstanding what is carried in the Letters Patent of the month of August, 1717.

ART. 16th.

Also the said Company shall be able to concede the right of Patronage of Churches, granted to it by the Letters Patent, to the individuals it may deem proper, on condition that they construct parochial churches and that they provide for the maintenance and support of the Curés whom they will there establish.

ART. 17th.

His Majesty declares, hunting of all kinds and fishing in the rivers, lakes and ponds free in the Province of Louisiana,

without any resident nor other person of any quality or condition whatever, under pretext of seigniority or otherwise being able to appropriate it to themselves to the exclusion of others.

ART 18th.

Nevertheless, His Majesty prohibits hunting in places surrounded and closed and on lands sowed with any grain or plants whatever until the crop has been gathered.

ART. 19th.

All individuals possessing sites in New Orleans on which they have built or on which they have done nothing shall be held to conform for the said places to what has been ruled, by the present decree, concerning these lands under the penalties therein carried, His Majesty intending that they produce their titles of possession, that they make their declarations, that they take letters of concession from the said Company, that they be subjected to lots and sales and to the levy of 5 livres per negro head and that they obligate themselves to build thereon under penalty of reunion of the said places to the Domain of the Company.

ART. 20th.

His Majesty orders the Commandant General of the Province and Colony of Louisiana and the persons constituting the Superior Council of the said Province to register the present decree in the Registry of the said Council, to have it read, published and posted so that none may pretend ignorance of same, and to enforce its execution by right of law, notwithstanding all oppositions which might be made thereto.

Done in the Council of State of the King, His Majesty being present, held at Versailles August 10th, 1728.

Signed: Phelipeaux.

(To be continued in July.)

Original Text of Foregoing Translation*Translated by Heloise H. Cruzat.*

Livre des Concessions.

P. 214.

**COMPAGNIE DES INDES OCCIDENTALES
1728.**

1728.

ARREST concernant les terres
situées à la Louisiane.

A versailles 10 Aoust 1728

Extrait des Régistres du
Conseil d'Etat.

Sur ce qui a été représenté au Roy par les Directeurs de la Compagnie des Indes, que depuis qu'il a plu à la dite Compagnie la Province de la Louisianne, elle auroit donné avec un succes qui augmente de jour en jour tous ses soins pour établir dans le dit pays les cultures les plus utiles au commerce, et pour en multiplier les habitans en leur accordant les avances de vivres, d'ustensiles, de nègres, et tous les secours qui pouroient dependre d'elle, que dans la vue d'engager un plus grand nombre de familles tant françoises qu'étrangères à s'y établir, elle auroit concédé en franc aleu à differens particuliers des étendues considérables de terres à proportion du nombre de personnes qu'ils se proposoient d'y établir pour leur compte, que les uns ont envoyés à la Louisianne les ordres expédiés par les Directeurs de la Compagnie pour prendre possession des dites terres, mais que les autres ont gardé jusqu'à present sans les avoir représentés audit pais, que dansces ordres elle auroit expressément apécifié qu'ils ne pourroient se placer dans des lieux déjà concédés ou réservés par la dite Compagnie, parce que tant pour se conformer à l'arrest du Conseil d'Etat de Sa Majesté du 12 Octobre 1716 concernant la distribution des terres de la Louisianne par petites portions que pour se faire un Domaine particulier dans l'étendue duquel elle peut établir des cens, rentes et devoirs seigneuriaux en vertu des lettres patentes de Sa Majeste de mois d'Aoust 1717, elle auroit ordonné au Sieur Hubert chargé de la Régie de ses affaires audit pais par sa depêche du 25 Septembre 1717 de ne point placer ny donner des concessions en franc aleu depuis Mancha (Manchac) en descendant le fleuve Saint louis jusqu'à la mer, mais de distribuer les terres qui se trouveront dans la dite étendue de pais

par concessions de deux ou trois arpens de front sur soixante de profondeur aux différentes familles ouvriers et soldats qui voudroient s'y établir, cette disposition ayant pour principal objet de parvenir à multiplier les habitations des deux costés du fleuve tant au dessus qu'au dessous de la Nouvelle Orleans afin de pouvoir y rassembler au besoin un nombre d'hommes suffisant pour deffendre l'entrée de la Colonie du costé de la mer, qu'en conséquence il auroit été expédié par les Directeurs pour la Compagnie dudit pais plusieurs ordres provisionnels de concession suivant lesquels les concessionnaires sont entre autres choses assujettis à mettre en valleur leurs terrains ou partie d'yeux dans six mois à payer les droits et devoirs seigneuriaux qui seront établis, à faire dresser des procès verbaux de prise de possession, contenant l'étendue et les bornes de leurs terrains et à envoyer ces procès verbaux avec les dits ordres provisionnels à la dite Compagnie en France pour sur iceux leur estre expédié par elle des lettres de concessions en forme, que non seulement aucuns de ces concessionnaires n'ont satisfait à ces conditions mais que les gens ausquels la Compagnie auroit confié l'administration de ses affaires audit pais ont en si peu d'attention à la distribution des terres, qu'ils ont souffert que la plupart des particuliers qui ont eu la permission d'entreprendre en franc aleu se soient placés dans le terrain cy dessus expliqué et expressément réservé pour de petits habitans et pour le Domaine de la Compagnie, que même ils en ont accordé et pris pour eux immédiatement attenant et vis à vis de la Nouvelle Orleans des étendues très considérables dont ils auroient surpris de la dite l'approbation sous le faux prétexte que ces terres étoient continuellement noyées, quoy que cette entreprise fût formellement contraire aux conditions portées par les ordres provisionels, lesquels mettent la Compagnie en droit de refuser aux particuliers les lettres de concession nécessaires pour leur assurer la propriété des dites terres dont ils se sont rendus usurpateurs; ils n'ont osé faire dresser les procès verbaux qu'ils sont obligés de rapporter de la situation, et de l'étendue et des bornes des terres qu'ils possèdent pour obtenir les dites lettres de concession en sorte que ces detenteurs ne s'étant asujettis à aucune règle et ayant méprisé les formalités essentielles qui pourroient assurer leur état et celui de leurs voisins ils se trouvent dans une confusion qui deviendrait une source inépuisable de discussions avec la Compagnie et de proces entre eux s'il n'y étoit incessamment pour-

vu; qu'en outre la pluspart de ces mêmes détenteurs retenant depuis longtemps de grandes étendues de terre sans les défricher et sans qu'ils paroissent avoir d'autre dessein en les gardant que de les vendre ou de les dégrader à leur profit il seroit dangereux de souffrir un abus si contraire à l'établissement de la colonie, c'est pourquoy la dite Compagnie ayant jugé nécessaire d'apporter promptement l'ordre convenable à la tranquillité des habitans et à la conservation des droits à elle accordés par les lettres patentes de Sa Majesté du mois d'Aoust 1717, les Directeurs de la dite Compagnie auroient très humblement supplié Sa Majeste de casser et annuler ceux des ordres expédiés jusqu'à la fin de l'aunée 1723 pour la distribution des terres lesquels ne se trouveront pas avoir été représentés au dit pais ny mis en exécution d'obliger tous détenteurs de terre à représenter par devant le premier conseiller au Conseil Supérieur de la dite Province, les titres desquels ils possèdent les dites terres et en fournir des déclarations exactes, d'ordonner la réunion au Domaine de la Compagnie des terres dont les prétendus propriétaires n'auront pas représenté les titres ny fourny de déclaration, ainsy que des terres abandonnées, de casser et annuler tous ordre de concession de terre qui auroit pu estre accordé en franc aleu dans l'étendue de pais qui se trouve des deux costés du fleuve Saint Louis depuis le ruisseau de Mancha (Manchac) jusqu'à la mer en reduisant à vingt arpens de front sur la profondeur ordinaire, les concessions de plus grande étendue de terre qui auroient été accordée dons la dite étendue de pais et réunissant le surplus au Domaine de la Compagnie de fixer un temps pour mettre les terres en valeur en réglant les cas ou elles seroient réputées telles, et ordonnant la réunion au Domaine de la Compagnie des terres des particuliers qui ne s'y conformeront pas, de régler les profondeurs des terrains qui sont et seront concédés le long du fleuve, d'obliger tous propriétaires de faire borner leurs terrains tant en largeur qu'en profondeur, de les obliger pareillement à prendre des lettres de concession en forme de la Compagnie dans le terme de trois ans à peine de réunion des dites terres au Domaine de la Compagnie, d'autoriser la dite Compagnie autant que besoin est à établir ses droits seigneuriaux sur les terres enclavées dans l'étendue de pais par elle réservé pour son Domaine pour les quels droits elle se propose les lots et ventes, les deffauts, saisies et amendes suivant la coutume de Paris, les cens d'un sol de rente par arpens quarré sur les terres en valeur ou non de valeur,

et 100^s par tête de noir pour entretenir des curés, constructions d'Eglises, presbyteres et hopitaux, d'obliger les concessionnaires à prendre des permissions de la Compagnie pour vendre le tout ou partie de leurs terres, de permettre à la dite Compagnie de concéder des terres dans la dite Province de la Louisiane en fief et seigneurie avec moyenne et basse justice suivant les règles établies par la coutume de Paris et ce nonobstante ce qui est porté par les lettres patentes de Sa Majesté du mois d'Aoust 1717, de luy permettre pareillement de concéder le droit de patronage des Eglises à elle accordé par les dites lettres patentes, déclarer la chasse et la pêche libres dans toute la colonie et enfin d'ordonner que les particuliers qui ont obtenu des places en la Nouvelle Orleans seront obligés aux formalités prescrites pour les tenanciers de terre et de bâtir dans un an sur les dites places à peine de réunion au Domaine de la Compagnie à quoy Sa Majesté ayant égard, oüy le rapport du Sieur Le Pelletier Conseiller d'Etat ordinaire et au Conseil Royal, Controlleur Général des finances, Sa Majesté estant en son Conseil a ordonné et ordonne ce qui suit:

ART. 1^{er}.

Tous les ordres expédiés par les Directeurs de la Compagnie des Indes jusqu'à la fin l'année 1723 aux Directeurs de la Colonie de la Louisiane pour accorder des terres dans la dite Colonie, les quels n'auront pas été représentés audit pais et pour les quels il n'y aura eu aucune prise de possession de la part des particuliers à qui ils ont été accordés, seront nuls et de nul effet.

ART. 2^{eme}.

Tous ceux qui possèdent des terrains et habitations dans la dite Province, seront tenus de représenter par devant le premier Conseiller du Conseil Supérieur que Sa Majesté a commis à cet effet, les ordres de commission et titres en vertu des quels ils les possèdent, ensemble de fournir copie des dits titres, et une declaration certifiée d'eux véritable de la qualité des dites terres, des endroits où elles sont situées et de celles qu'ils ont mis en valeur. Scavoir dans six mois du jour de l'enregistrement du présent arrest au Conseil Supérieur de la Louisiane et de la publication d'iceluy, pour ceux qui habitent depuis Mancha (c) des deux côtés du fleuve Saint Louis jusqu'au bas du dit fleuve y compris la Nouvelle Orleans et son territoire, et dans un an pour tous les autres habitants, permet néanmoins Sa Majesté au

dit premier Conseiller de commettre dans les differents postes de la Colonie, telles personnes qu'ils jugeront à propos pour recevoir la représentation des dits titres et les dites déclarations.

ART. 3^e.

Les terres qui n'auront point été défrichées ny mises en valeur dont les propriétaires n'auront point représenté les titres, ny fourny copie d'iceux ensemble les déclarations dans les termes cy devant ordonné seront réunies au Domaine de la dite Compagnie en vertu du présent arrest sans qu'il en soit besoin d'autre et les dites terres seront par elle concédées à d'autres habitans pour en jouir par eux en toute propriété.

ART 4.

Les terres qui auront été mises en valeur et ensuite abandonnées seront pareillement réunies au Domaine de la Compagnie en vertu du présent arrest sans qu'il en soit besoin d'autre, et les dites terres seront concédées par la dite Compagnie à d'autres habitans pour en jouir par eux en toute propriété.

ART. 5^e.

Les particuliers qui auront des concessions de terres qu'ils auront mises en valeur lesquels ne satisferont pas à la représentation des titres et à la déclaration ordonné par le présent arrest et dans les termes mentionnez, seront condamnés 200 L. d'amende au profit de l'hôpital de la Nouvelle Orléans et faute par les dits propriétaires six mois après le jugement portant condamnation de la dite amende et signification d'iceluy de représenter leurs titres et faire les dites déclarations leurs terres et habitations seront réunies au Domaine de la dite Compagnie en vertu du présent arrest sans qu'il en soit besoin d'autre, et les dites terres seront concédées par la dite Compagnie à d'autres habitans pour en jouir par eux en toute propriété.

ART. 6^e.

Ceux qui sans concessions ny titres se sont établis sur des terrains dans la dite Province, seront tenus dans les delais portés par l'art. 2 du présent arrest de fournir audit premier Conseiller ou à ceux qu'il commettra une déclaration exacte des terres qu'ils y ont deffrichés et mises en valeur, et de la quantité de celles dont ils estiment avoir besoin pour former leur établissement, et faute par les dits particuliers d'y satisfaire, les terrains sur lesquels ils seront établis seront réunis au Domaine de la dite Com-

pagnie en vertu du présent arrest et sans qu'il en soit besoin d'autre, et les dites terres seront concédées par elle à d'autres habitans pour en jouir par eux en toute propriété.

ART. 7^e.

Sa Majesté à cassé et annullé tout ordre de concessions qui auroit pû avoir été accordé en franc aleu des deux costés du fleuve Saint Louis depuis Mancha (c) jusqu'à la mer, ordonne que les titres en seront raportés dans le terme prescrit par l'art. 2 du présent arrest pour estre ensuite expédié aux propriétaires de nouveaux actes de concession à la charge des redevances qui seront cy après expliquées.

ART. 8^e.

Sa Majesté a réduit à vingt arpens de front sur la profondeur ordinaire les terrains d'une plus grande étendue qui pourroient avoir été concédés à chaque particulier des deux costés du fleuve depuis Mancha (c) jusqu'à la mer, veut cependant Sa Majesté que ceux qui auront défrichés plus de vingt arpens de front sur trois arpens au moins de profondeur, soient confirmés dans la possession de la quantité d'arpens de front défrichés sans qu'il leur soit rien retranché de la profondeur ordinaire et que le surplus des dites terres soit réuni au Domaine de la Compagnie en vertu du présent arrest sans qu'il en soit besoin d'autre, pour estre les dites terres ainsi réunies distribuées à d'autres habitans qui en jouiront en toute propriété, veut aussy Sa Majesté que les réductions des dites terres soient faites sur les ordonnances du premier conseiller du Conseil Supérieur de la Louisiane que Sa Majesté a commis et commet pour cet effet, lesquelles ordonnances serviront de titres aux propriétaires des dites terres en attendant qu'il leur ait été expédié des lettres de concession par la dite Compagnie.

ART. 9^e.

Les terres dont les particuliers auront pris possession dans la dite étendue de pais seront mises en valeur dans les trois ans à compter du jour de la publication du présent arrest, et celles qui seront dorénavant concédées seront mises en valeur dans le terme de quatre ans à compter du jour de la date de l'ordre qui sera expédiée par la dite Compagnie ou par ses préposés aux concessionnaires pour prendre possession des dites terres, et après ces termes expirés les terrains qui se trouveront encore en friche seront réunis au Domaine de la Compagnie.

ART. 10^e.

Chaque concession de terre sera censée en valeur lorsque le tiers se trouvera défriché et en état d'être labouré sauf aux Directeurs pour la Compagnie de la Louisiane d'accorder un nouveau delay suivant les cas qui leur paroîtront privilégiés, entend néanmoins Sa Majesté que les concessionnaires qui habiteront sur leur terrain et qui se trouveront possesseurs d'un nombre de bestiaux suffisant pour employer toutes leurs terres en herbages, ne soient point contraints d'en faire d'autres dispositions, et que dans ce cas bien vérifié leurs concessions soient réputées se trouver en valeur.

ART. 11^e.

Les profondeurs de toutes les terres possédées dans la dite étendue de pais seront réglées suivant la situation des lieux depuis vingt jusqu'à cent arpens, et pour constater l'état des concessionnaires à cet égard ils seront tenus de placer des bornes qui fixent l'étendue de leur terrain tant en largeur qu'en profondeur et d'en faire dresser des procès verbaux par un arpenteur juré en présence de leurs voisins qui seront pour cet effet appelé à l'apposition des bornes pour estre les dits procès verbaux qui seront signés par les parties intéressées remis au Greffe de la Commission.

ART. 12^e.

Tous possesseurs de terres seront obligés de prendre des lettres de concession en forme de la dite Compagnie et pour leur en faciliter les moyens le premier conseiller au Conseil Supérieur enverra à la dite Compagnie les doubles des ordonnances qu'il aura rendues, soit pour réduire la quantité des terres que chaque habitant possèdera, soit pour valider les procès verbaux qu'ils auront fait dresser de la situation, concistance, étendue et bornes de leurs terres afin que sur ces ordonnances et procès verbaux y jointes, il soit expédié par la dite Compagnie des lettres de concession qui seront remises à ceux qu'il appartiendra après avoir été registrées au Greffe du Conseil Supérieur de la Province et y avoir fait par eux leur soumission d'exécuter les clauses et conditions qui seront portées par les dites lettres, et faute par ceux qui possèdent actuellement des terres des deux costés du fleuve depuis Mancha (c) jusqu'à la mer de se mettre en état dans le terme de deux ans à compter du jour de la publication du présent arrest, d'obtenir des lettres de concession de la dite compagnie, ils seront poursuivis aux fins de réunion de leur terre au

Domaine de la dite Compagnie, suivant la forme prescrite par l'art. 4 du présent arrest, et à l'égard de ceux qui possèdent des terres hors de la dite etendue de pais ils seront pareillement tenus de prendre des lettres de concession de la dite Compagnie dans le terme de quatre ans.

ART. 13^e.

Jouira la dite Compagnie dans l'étenrue de pais qu'elle s'est réservée pour sa seigneurie particulière, des droits de lots et ventes, deffauts, saisies et amendes, suivant la coutume de Paris et d'un cens d'un sol de rente par arpent en quarré sur toute l'étendue de terre que chaque concessionnaire possédera quand bien même cette étendue de terre ne seroit pas entièrement défrichée, lequel cens ne sera payé que quatre ans après que le concessionnaire aura pris possession de son terrain, et pour mettre la dite Compagnie en état de pourvoir à l'entretien des curés et Missionnaires et à la construction des Eglises, Presbitères et hôpitaux, permet Sa Majesté à la dite Compagnie de lever a son profit annuellement 5 L. per tête de noir ainsy qu'il est éably et pratique dans les autres colonies.

ART. 14^e.

Les concessionnaires ne pourront rendre le tout ou partie des terres qui leur ont ete concédées sans permission de la Compagnie à peine de nullité des contrats, de restitution des deniers et de 500 L. d'amende aplicable à l'hôpital de la Nouvelle Orleans, et pour obtenir la dite permission, ils seront obligés de faire aparoitre par un raport en bonne forme de l'arpenteur juré qu'ly y a au moins le cinquieme des terres défrichées ou des bâtimens dessus.

ART. 15^e.

La dite Compagnie pourra à l'avenir concéder des terres dans la dite Province et colonie de la Louisianne au dessus de Mancha (c), en fief et seigneurie avec moyenne et basse justice conformément aux règles établies suivant la coutume de Paris et ce nonobstant ce qui est porté par les lettres patentes du mois d'Aoust 1717.

ART. 16^e.

Pourra aussy la dite Compagnie concéder le droit de Patronage des Eglises à elle accorde par les dites lettres patentes aux particuliers qu'elle jugera à propos, à condition par eux de con-

struire des Eglises paroissiales et de pourvoir à la subsistance et entretien des curés qu'ils y établiront.

ART. 17^e.

Declare Sa Majesté la chasse de toute espèce ainsy que la pêche des rivières, lacs et étangs, libres dans la Province de la Louisianne sans qu'aucun habitant ny autre personne de quelque qualité et condition que ce soit, sous prétexte de seigneurie ou autrement puisse se l'attribuer à l'exclusion des autres.

ART. 18^e.

Deffend néanmoins Sa Majesté de chasser dans les lieux clos et fermés et sur les terres ensemencées de quelques grains et de quelques plantes que ce puisse estre jusqu'à ce que la recolte en soit faite.

ART. 19^e.

Tous particuliers qui possèdent des places à la Nouvelle Orleans, soit qu'ils ayent baty dessus, soit qu'ils n'y ayent rien fait, seront tenus de se conformer pour les dites places à ce qui est réglé par le present arrest, à l'égard des terres sous les peines y portées, voulant Sa Majesté qu'ils représentent leurs titres de possession, qu'ils fassent leurs declarations, qu'ils soient assujettis aux lots et ventes et à la levée de 5 L. par tête de nègres et qu'ils s'obligent de bâtir sur leurs places à peine de réunion des dites places au Domaine de la Compagnie.

ART. 20^e.

Ordonne Sa Majesté au Commandant Général de la Province et colonie de la Louisianne et aux gens tenant le Conseil Supérieur de la dite Province de faire enregistrer le présent arrest au Greffe du dit Conseil, de le faire lire, publier et afficher a ce que personne n'en puisse prétendre cause d'ignorance, et de tenir la main chacun en droit Loy à son execution nonobstant toutes les opp^{ns} qui pourroient y estre faites.

Fait au Conseil d'Etat du Roy, Sa Majesté estant, tenu à Versailles le 10 Aoust 1738.

Signe: Phelipeaux.

**PROCEDURE TO OBTAIN THE SPANISH INTENDANT'S
CONSENT TO THE PRIVATE SALE OF AN AMERICAN
VESSEL IN NEW ORLEANS, 1803**

Transcribed and translated by Laura L. Porteous

From the original in the Cabildo Records, New Orleans.

The Brig John and Mary, from Charleston, South Carolina, was sold in New Orleans in April, 1803, by John Purvis, agent of William Purvis, his brother, under a written procuration. The governmental formalities preceding the sale are set out in the following papers.

I.

Translation

In the year 1803

Don Joseph Purvis petitions
for permission to sell the Brigantine,
John and Mary.

In the Intendant's Court
No. 74.

To the Señor Intendant General.

Don Joseph Purvis, Captain of the American Brigantine, named "The John and Mary," with due respect declares to Your Lordship that in accordance with the attached procuration, his brother, William Purvis, owner of the said brigantine, has given him the authority to sell same and finding in this city, Don Juan Francisco Merieult who wishes to buy it, he petitions that Your Lordship be pleased to permit him to do so duty free as others have hitherto done (as may be) verified. He hopes to receive grace from Your Lordship.

New Orleans, April 29, 1803.

(Signed) J. Purvis.

New Orleans, as above.

Notify the General Administration of Revenues.

by

(Signed) Morales.

Before me
Carlos Ximenes.

To the Señor Intendant General.

In accordance with the grace dispensed by His Majesty by Royal Order of June 9th, 1793, it has been permitted in this Administration for Spaniards or Colonials to buy foreign ships in this Port duty free, the vendors proving the authorization which they hold to verify it, and the purchasers subjected to a declaration under the sacredness of an oath that they are not concealers of foreign property until such time as their respective debts have been satisfied for one and the other parties. The Administration is of an opinion that Your Lordship may grant the request of the petitioner and order the document to be drawn up in due form in this office if it is evident that all that had been performed for the naturalization which is treated of in these proceedings is for all time. However, Your Lordship will determine what may be your pleasure. New Orleans, April 30, 1803.

(Signed) Jose Antonio
de Hoa.

New Orleans, April 30, 1803.

For The State Treasurer.

(Signed) Morales.

Before me
Carlos Ximenes.

The State Treasurer of the Royal Exchequer in view of the petition which has been given to him made by Don Joseph Purvis asking permission to sell the American Brigantine, "The John and Mary," says: that in consequence of the Documents which have been translated in this proceeding it is found that the petitioner is sufficiently authorized by the owner, Don Guillermo Purvis of the Mart of Charleston, to pass the said act (of sale). It seems to the Treasurer that Your Lordship may, if it should please you, permit it in the terms proposed by the Administration of Revenues. The Tribunal, however, will decide what may be in accordance with justice which the Treasurer asks. New Orleans, April thirtieth of one thousand eight hundred and three.

(Signed) Gilberto Leonard.

Taxed ten reales.

Whereas: Let the sale be verified without custom-house duties, of the American Brigantine called "The John

Procedure to Obtain Consent to Sale of American Brig 187

and Mary," previous to which the purchaser must declare that he does not lend his name to cover foreign ownership and let the necessary document be executed at the Royal Administration of Revenues in testimony whereof, The promoter paying the costs of this actuation.

by

(Signed) Juan Ventura
Morales.

Provided by Señor Don Juan Ventura Morales, Principal Cashier, Acting Intendant of the Royal Exchequer for this Province of Louisiana and West Florida, who signed it in New Orleans on May second of one thousand eight hundred and three: Amended.—Signed.—Attested.—

Carlos Ximenes.

I certify that in the city of New Orleans on the same day I notified Don Joseph Purvis of the foregoing decree.

Ximenes.

I certify that on the same day I notified the Señor Treasurer of the Royal Exchequer of it.

Ximenes.

In New Orleans on the same day, I, the escribano, received the oath of Señor Don Juan Francisco Merieult, Alcalde Ordinario of this Mart who made it by God Our Lord and the Holy Cross in conformity to law under which he promised to speak the truth in what he would be questioned on the matter contained in the foregoing decree, as purchaser of the brigantine "The John and Mary." He said: that he who declares does not lend his name to cover foreign ownership or any other in the purchase that he has made of the American Brigantine "The John and Mary" because this transaction is made for himself and his own affair. And in consideration whereof this the truth under charge of his oath and that upon reading this declaration he ratified and signed it. In faith whereof I attest.

(Signed) J. F. Merieult.

Before me

(Signed) Carlos Ximenes.

THE SEAL OF
SOUTH CAROLINA

Know All Men by these Presents, That I, William Purvis of the City of Charleston and State of South Carolina do make, constitute and appoint my Brother, Joseph Purvis, true and lawful Attorney for me, and in my Name to sell or otherwise dispose of as he may think proper a certain Brig called the John and Mary, with all of her Tackle and Furniture, with Power also, an Attorney, or Attornies under him, for that purpose to make and substitute, and to do all lawful Acts for effecting the Premises, hereby ratifying and confirming all that my said Attorney or his Substitute, or Substitutes, shall do therein by Virtue hereof.

In Witness whereof, I have hereunto set my Hand and Seal the Tenth Day of August in the year of our Lord one thousand Eight hundred and three.

Sealed and delivered in the presence of

(Signed) Cha^s. Brooks. (Signed) Wm. Purvis (Seal)

Be It Known, That on the Tenth Day of August, one thousand Eight hundred and two and in the twenty-Seventh Year of the Independence of the United States of America, before me, CHARLES TEW, Notary Public, by Letters Patent under the Great Seal of the State, duly commissioned and sworn, came William Purvis, the Constituent above-named, and acknowledged the foregoing Power of Attorney to be his Act and Deed.

Private
Seal of
Charles Tew
Notary Public
of
Charleston

In Testimony whereof, I have hereunto set my Hand, and affixed my Seal of Office, at Charleston, in the State of South-Carolina, the Day and Year last mentioned.
(Signed) Charles Tew. Qu. & Notary Public.

STATE OF SOUTH-CAROLINA
BY HIS EXCELLENCY JOHN DRAYTON

Governor and Commander in Chief, in and over the State
aforesaid.

To All To Whom These Presents Shall Come

SEAL of the **Know Ye**, That Charles Tew, Esq., whose
State of Seal and Signature appear to the Instrument
SOUTH of Writing hereunto annexed, is one of the Jus-
CAROLINA tices of the Quorum, assigned to keep the Peace
(Signed) of the said State, and Notary Public, commis-
John Drayton sioned by Letters Patent under the Great Seal
of the State:

Therefore, all due Faith, Credit and Author-
ity, is and ought to be had and given to his
Proceedings and Certificates as such.

In Testimony Whereof, I have hereunto set
my Hand, and caused to be affixed the Seal
of the State, in the City of Charleston, this
Tenth day of August in the year of our Lord
one thousand eight hundred and two and
in the Twenty-Seventh year of the Indepen-
dence of the United States of America.

BY THE GOVERNOR

(Signed) Isaac Motte Dart Secretary of State.

Note: These two foregoing documents printed in the Eng-
lish language are translated into Spanish by Pedro Derbigny.—
L. L. P.

II.

TEXT

Año de 1803
Dⁿ. Jose Purvis pidiendo permiso
pa. vender el Bergⁿ. Juan y Maria.
Intend^a.
N. 74.

Señor Intendente gral.

Dⁿ. Joseph Purvis Captain del Bergantin Americano titulado el
Juan y Maria a V. S. con el debido respeto dice: que segun el

adjunto poder, le dá su hermano Dⁿ. Guillermo Purvis, propietario a dho. Bergⁿ. facultad a Venderlo, y hallando en esta Ciudad a Dⁿ. Juan Fran^{co}. Merieult que la quiere Comprar. Suplica a V. S. Se Sirva permitirselo libre de dros. como hasta ahora lo han verificado otros. Gracia que espera recibir de V. S.

N^a. Or^{ls}. 29. de Ab^l. de 1803.

J. Purvis.

Nueva Orleans ut supra.

Informe la Administración g^l. de Rentas.

P. Morales.

Ante mi
Carlos Ximenes.

S^{or}. Int^e. Gr^{al}.

Con arreglo a la gracia dispensada por S. M. en R. orden de 9. de Junio de 1793. . ha permitido esta Intendencia a los Españoles u Colonos compran en este Puerto embarcaciones extranjeras libres de derechos, los vendedores precisados a justificar la autorizacion q^e. tengan para verificarlo, y los compradores sugetos a declarar baxo la religion del juramento de que no son encubridores de propiedad extranjera de modo q^e. luego que se hayan llenado por una y otra parte sus respectivos deberes, la Administracion de Rentas es de sentir puede V. adherir a la solicitud del suplicante y mandar se pase a estos oficios documento en forma de todo lo que se actue para que siempre consta la naturalizacion de que se trata en este expediente. V. sin embargo determinará lo que sea de su agrado. Nueva Orleans 30 de Abril de 1803.

Jose Antonio
de Hôa.

N^a. Orleans 30. . de Abril de 1803.

P. M. Sr Fiscal
Morales.

Ante mi
Carlos Ximenes.

El Fiscal de Real Hacienda a la vista que se la ha conferido de la solicitud hecha p^r. D. Josef Purvis solicitando permiso para vender el Bergantin Americano el Juan y Maria; dice q^e. Resultando de los Documentos q^e. se ven traducidos en este expediente hall arse el suplicante suficientemente autorizado por el propietario D. Guillermo Purvis del Comercio de Charles-

ton para pasar dha centa, es de parecer el Fiscal q^e. V. puede si fuere servido permitirsela en los terminos q^e. propone la Adm^{on}. de Rentas. El trib^l, sin embargo resolverá lo q^e. sea de justicia q^e. pide el fiscal N^a. Orleans treinta de Abril de mil ocho cientos tres.

Gilberto Leonard.

drös. dies r^s.

Vistos: Verifiquese la Venta, sin adendo de drös, del Bergⁿ. Americano titulado el Juan y Maria previo que el comprador declare no prestar su nombre para cubrir propiedad extrangera, y pasandose a la Administracion de rentas R^s. el documento correspond^{te}. para que conste, pagando el promovente las costas de esta actuaⁿ.

P. Juan Ventura

Morales.

Proveyolo el Sor. Dⁿ. Juan Ventura Morales Contador präl. Intend^{te}. Interino de R^l. Hac^{da}. de estas Prov^s. de la Luisiana y Florida occidental, que lo firmó en la N^a. Orleans, a dos de Mayo, de mil, ocho cientos tres—emm^d.o=Firmo= v^e.—

Carlos Ximenes.

En la N^a. Orleans, en el mismo dia, notifique a Dⁿ. Jose Purvis el auto anteced^{te}. doy fee.

Ximenes.

En el mismo lo participe al Sor. fiscal de R^l. Hac^{da}. doy fe.—

Ximenes.

En la N^a. Orleans, en el mismo dia Yo el ess^{no}. recibi juram^{to}. al Sor. Dⁿ. Juan Franco. Merieula Alce^e. ordin^o. y de este Comercio, que lo hiso por Dios nrö. Sor. y la Sta. Cruz conforme a drö. vaxo del qual ofrecio decid verdad en lo que fuere preg^{do}. y siendolo segun el contenido del auto anteced^{te}. como comprador que es del Bergⁿ. el Juan y Maria ? Dixo: que el declarante no presta su nombre para cubrir propiedad Extrangera, ni otra alguna, en la compra que hace del Bergⁿ. Americano el Juan y Maria, por que esta negociacion la hace para si mismo y sus propios asuntos. y resp^e. que esta es la Verdad en cargo de su juram^{te}. en que Le ratifico leyda esta declar^{on}. y lo firmó de que doy fe.—

J. F. Merieult.

Ante Mi

Carlos Ximenes.

HENRY MILLER SHREVE

A BIOGRAPHY

BY

CAROLINE S. PFAFF

DISTRICT SUPERINTENDENT NEW ORLEANS PUBLIC SCHOOLS

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HENRY MILLER SHREVE

I.

Arthur Brisbane says, "An accurate biography of a typical man tells the whole story of his period in human history." The merest summary of the life of Henry Miller Shreve illustrates this. He was born in New Jersey, reared in Pennsylvania, roved over the West (of his day), settled in Kentucky, and died in Missouri. One writer¹ refers to that period thus: "The pioneers have gone. Boone, Fitch, Evans, Tecumseh, Watson, Schultz, Clinton, Cuming, Shreve, Dearborn, Stevens, Strickland, Baldwin, Bruen, Pilcher, Roosevelt, Parker, Berry, Crockett, Floyd, La Barge, Smith, Bunting, Applegate, Whitney, Donner, Abbey—all the dreamers, and workers, and wanderers have played their parts and disappeared. We are the custodians of their prodigious legacies."

"The Shreve family in America dates back to the year 1676² at which time Caleb Shreve left his home near London, England,

¹Seymour Dunbar, *A History of Travel in America*, Vol. IV, p. 1369.

²Journal of Col. Israel Shreve, *Magazine of American History*, Vol. II, Part II, 1878 (marked "Original documents").

and settled in New Jersey. He married Sarah, the daughter of Derick Areson. In 1699 he purchased Mt. Pleasant,³ Mansfield Township, Burlington County, New Jersey. The dwelling on the estate, at that time, was a small one-story frame building to which in 1725 an addition, in the form of a commodious two-story structure, also frame, was built. In 1742 Benjamin, the son of Caleb, enlarged the homestead by an addition of the same size and shape as the one of 1725, and the building as then completed was still in the possession of the Shreve family in 1878, Benjamin F. being the owner.⁴ During the one hundred and seventy-nine years that had elapsed since the purchase of the estate by Caleb Shreve, it had passed from his hands into those of his son, Benjamin, who in turn bequeathed the homestead with the surrounding lands to his son, Caleb. Caleb willed the property to his son, Benjamin. In 1844 Benjamin died and the estate passed into the hands of his son Benjamin, who, dying in 1877, passed it on to his son, Benjamin F. "The house is located upon an eminence, and the views from it are very beautiful and extensive. The internal arrangements of the home are in some respects very curious, and possess many attractions for the antiquarian in the old Dutch tiled fireplaces, cupboards, and other fittings."⁵

Benjamin Shreve, the son of Caleb, married Rebecca, the daughter of Richard French; and among the offspring of this union were the sons Caleb, who inherited the estate; William, Samuel and Israel. Israel Shreve was born December 24, 1739, at the Shreve homestead.⁶ At some time during his early manhood, probably just previous to his first marriage, he purchased a plantation and home about a mile from Mt. Pleasant. Upon the outbreak of the Revolutionary War, though members of the Friends' Society, neither he nor his family were deterred by the principles of their religion from taking an active part in the stirring scenes of those days.⁷ He was appointed Lieutenant-

³*Ibid.* (The only Mt. Pleasant shown on a present day map of N. J. is in Hunterdon Co. In Burlington Co. is a small town called Shreve.

⁴Journal of Col. Shreve, Supplementary Note.

⁵Journal of Col. Shreve—Supplementary note—This description of the house is the work of S. H. Shreve who is also the contributor to the magazine of the "Original documents." Concerning him all that can be found is: Samuel Henry Shreve, b. Aug. 2, 1829, in Trenton, N. J., d. Nov. 27, 1884, in N. Y.—A civil engineer; author of "The Strength of Bridges and Roofs," and "Theory of the Arch."—Appleton's Encyclopedia of American Biography.

⁶Journal of Col. Shreve—Preliminary note by S. H. Shreve.

⁷*Ibid.*

Colonel of the Second Battalion of the New Jersey troops on November 8, 1775, and upon the reorganization of the "Jersey Line" was made Colonel of the Second Regiment; and, though at the time, Israel Shreve was not yet thirty-nine years of age, his son, John, was a lieutenant of one of the companies of his father's regiment.

Shreve's regiment was a part of Maxwell's Brigade; he served as colonel until the end of the War. This regiment was with Washington during many of the most important battles of the Revolutionary War,⁸ rendering efficient service at Long Island, Brandywine, Trenton, Princeton, Monmouth, etc. The following extract from a letter concerns the withdrawal of Col. Shreve from the Continental Army:

HEADQUARTERS, NEW WINDSOR⁹

Feb. 7, 1781.

DEAR SIR: I find by the arrangement of the Jersey Brigade, which has just come to hand, that Colonel Shreve has retired from Service; this makes your presence extremely necessary with the Troops, etc.

The implied compliment to Col. Shreve is obvious; and in later transactions between Washington and Israel Shreve, the high regard in which the great general held the Colonel is likewise equally apparent.

Other members of the Shreve family whose services were placed at their country's shrine were William, colonel of the First Regiment (Burlington Co.) of New Jersey Militia; Samuel, lieutenant-colonel of the First Battalion, brothers of Israel; and Benjamin and Richard, his nephews, who were captains.¹⁰

On their march through New Jersey, the British Army passed near Col. Shreve's farm, and since he was an officer in the American Army, his crops were destroyed, his stock killed, and his home was burned to the ground.¹⁰

In the interval between his resignation from the army and his emigration to the West, he had spent much of the time with his brother, Caleb, at the old homestead; and here on the 21st of October, 1785, was born his eighth child, but fourth son.

⁸Colonel Shreve's Journal—Preliminary note.

⁹Magazine of American History, Vol. XX, 1888, p. 139. A recent reprint of an autograph letter of Washington (Stone collection) and addressed to "The Honorable Brigadier-General Gansevoort, Commanding at Ft. Schuyler."

¹⁰Col. Shreve's Journal—Preliminary note.

¹¹*Ibid.*

Henry Miller Shreve, who was the fifth child, but third son of Mary Cokely, the second wife of Israel Shreve. At the close of the war, Col. Shreve refused to rejoin the Quakers who had demanded as the price that he confess as wrongdoing his efforts in the battles for the liberty of his country; and forced by the sacrifices he had made for his native land to seek a new home on the public lands of the West, Shreve started out, crossing the Delaware River on Monday, July 7, 1788.¹¹ With indomitable will and tireless energy, this man of forty-nine, turned his face westward. The party, consisting of twenty-nine persons, included besides Col. Shreve, his wife Mary, and their six children, viz., Kezia, Hesther, Israel, George Greene, Henry, not then three years old, and baby Rebecca. William Shreve, the brother of the Colonel, with Rhoda, his wife, and their two children, Anna and Richard, were members of the party. The destination of the Colonel was the township of Rostrover, on the Monongahela River, in Westmoreland County, Pa.; and he had previously sent an agent to purchase a dwelling there for himself and his family. The journey was one of considerably more than two hundred miles and the journal of Shreve is replete with tales of human interest; *e. g.*, "Parted with relatives who accompanied us all the way to the Delaware River." "In bad roads, crossing Stone Mountain, one of my waggons, drove by James Starkey, overset bottom upwards." "Sarah Hervery walked 8½ miles over the Hill at one heat." "Were obliged to halt at a private house; paraded our beds in a barn." "Whenever we dine at a Tavern, we find our own food." "Landlord drunk, a man who calls himself noble." "Joseph Beck's child, Ann, very ill." "Stopped at a Dutch Hut where the Landlady was very angry with D. H. for pulling a radish." "No feed at this tavern, nor anything else but Whiskey." July 24, "Ann Beck departed this life, 11 o'clock this evening. Sent to Berlin for a coffin; child was decently interred in Mr. Spiker's family burying ground." "This road is over logs and stones enough to dash us all to pieces." "Wagons sink to the hubs in places." "Met Joseph Wood . . . he informed me that a house was ready for me in the forks of the Younghaina." . . . "Halted at John Bennett's, junior, it being the first house over all the mountain." . . . "Sarah Harvey and Sarah Beck walked six miles over very bad

¹¹Journal of Israel Shreve. (The fullest account of the life of H. M. Shreve, *Democratic Review*, Vol. XXII, gives the year 1787, which, however, is incorrect.)

roads this afternoon and arrived much wearied." . . . "The Allagania mountains, the Back Bone of America, or the United States, are easy to ascend." . . . "The house provided for me is a new one, 30 ft. by 26 ft. two stories high, built of hewed white oak logs with a very good stone chimney . . . we set to, stopped it with lime and clay, laid the upper floor with Chirety¹² boards and now it is pretty comfortable for the summer."¹³

The journey was completed on August 1st, a trip which had taken just twenty-four days. The party, including fifteen children, traveled on an average of ten miles per day. The journal which was faithfully and minutely kept during the progress of the trip recorded rain and bad roads for fifteen out of the twenty-four days. The able management and thrift of Israel Shreve is attested by these excerpts from a letter which he wrote to his brother, Caleb, on December 26, 1789, just seventeen months after his arrival at the "Forks of the Yough": "Since I have been here I have wished to get Washington's Bottoms¹⁴ and have at last obtained the whole tract . . . I wrote the General . . . the General was pleased to let me have the whole of the Bottoms, so called at my own offer. . . . Land does not rise much here owing to the great emigration down the River. It seems as if people were crazy to get afloat on the Ohio." In less than a decade his own son, Henry, was to become a victim of this same "madness." The whole letter betrays a keen, shrewd, but absolutely honest business man; the fine traits which Henry Miller Shreve inherited are obvious. The letter likewise indicates that Israel had been joined in his new home by his son, John, and by one of his daughters, Margaret, both his children by his first wife. He writes that "Peggy has a daughter; she and her husband have been very sickly this last fall." Concerning John, his oldest boy, he writes, "I am grandfather to another son; John and his wife both well; as is all our family, at present; but expect the measles as it is in the school where our boys go." The direction for delivery besides the superscription, is as follows:

favd. by
Mr. Richard Jones

To be left at Charles French's,
merchant, next door to
the Old Ferry, Philadelphia.

¹²The Century, Standard, Webster, and "Oxford" dictionaries contain no "Chirety."

¹³Journal of Israel Shreve.

¹⁴This was the first land surveyed by Washington in 1748 and is referred to as "Washington Bottom" to this day. Democratic Review, Vol. XXII.

Israel Shreve died in 1799¹⁵ at the age of sixty, just eleven years after he had settled in western Pennsylvania. At this time Henry Miller Shreve was not yet fourteen years of age. His shoulder was early put to the wheel. His labors on the farm were frequently interrupted by the necessity of fighting the Indians. He became proficient in the use of the rifle, self-reliant, and sturdy. He listened greedily to the Max Fink stories; his eyes followed longingly the boatmen who sailed past the farm on their way down the river, and his heart yearned to float with these men to New Orleans. He saw the rude boats built of green oak planks fastened together, moving westward; he watched pirogues and keel-boats pass on. Barges were using sails about this time to the great joy of traders. Now it was that Henry Miller Shreve began that connection with the Ohio and Mississippi waters which continued uninterruptedly for more than forty years.

When Louisiana was purchased, a class of merchant-navigators appeared among whom was Shreve,¹⁶ who in 1807 when not yet twenty-two years old, built at Brownsville, Fayette County, on the Monongahela River, a barge of thirty-five tons. With a crew of ten men he set out for St. Louis.¹⁷ Forty days after leaving Pittsburg, he reached St. Louis in December, 1807. It would prove interesting to note in how many cases "first things" in the western rivers are associated with the name of H. M. Shreve. So on this voyage undertaken at his own expense, Shreve purchased a cargo of furs which he sent through Pittsburg to Philadelphia, and thus was commenced a trade between St. Louis and Pittsburg which came to mean millions of dollars annually.¹⁸ Shreve continued in this trade for three years.

In 1810 Shreve resolved to engage in a new enterprise.¹⁹ Previous to this date, the trade in the upper Mississippi Valley had been monopolized by the British who exercised a strong influence over the Indians there, which was later felt by the Americans in the horrors of Indian warfare during the War of 1812. At Cap du Grés, Salt River, Fort Madison and Dubuque were primitive settlements where a profitable exchange of whiskey and rum for furs and lead was carried on between the Englishmen

¹⁵Journal of Col. Shreve—Preliminary note.

¹⁶Henry M. Shreve, in the *Democratic Review*, Vol. XXII, 1848.

¹⁷Though no record of such account can be found, it is reasonably certain that Shreve had already made more than one voyage down the Ohio previous to this time.

¹⁸*Democratic Review*, Vol. XXII, 1848.

¹⁹*Democratic Review*, Vol. XXII, 1848.

and the redmen. Shreve, determining to take part in this trade set out from St. Louis on May 2,²⁰ for Fever River²¹ and the settlement on Galena River. He had a new barge with an assorted cargo, and twelve men as a crew; but as no provisions were taken, the party stopped each day to hunt for food. The trip consumed fourteen days. Shreve remained at Fever until July 1, trading with the natives, from whom he purchased sixty tons of lead, which necessitated the building of a flatboat for its transportation; with this and a Mackinaw boat, which he bought, he reached St. Louis on July 13, making the trip down in twelve days. This was the beginning²² of the *American lead trade* in the upper Mississippi. The trade in lead from that district in 1848 realized over \$3,000,000. His cargo of Indian smelted lead he himself took down the Mississippi to New Orleans whence he shipped it to Philadelphia, realizing something like \$11,000 from the venture, rather remarkable for a man just turned twenty-five. He never made a second trip to Galena, because his success brought too many wealthier and more powerful competitors into the field; but with the tangible result of his project he returned to Brownsville where on February 28, 1811, he married Mary Blair, and on November 28, 1811, Harriet Louise Shreve, the eldest child, was born; while on October 1, 1813, the second child was born to this couple in Brownsville, Pa. In 1810 he, also, built at Brownsville a barge of 95 tons with which he plied a thriving trade between Pittsburg and New Orleans, in which pursuit he continued for four years; each voyage was attended with extreme danger and required excessive toil; each voyage was, likewise, expensive and required six months to complete. With a favorable wind aiding the sails, the barges would float down quietly; but their progress was frequently challenged and oftentimes interrupted and deterred altogether by snags, planters and sawyers. A barge struck by a sawyer goes down in a moment.²³ In ascending the river "cordelle" was used, and this required the employment of trained men who dragged the boat by main force.

With the advent on western waters of Fulton's "New Orleans" in 1812, Shreve was instantly attracted by the new method, and upon the failure of the little vessel to ascend the river above Natchez, and the consequent discouragement of the western men,

²⁰*Ibid.*

²¹Reuben G. Thwaites, *How George Rogers Clark Won the Northwest*, 1903, p. 323.

²²The second "beginnings of things" with which Henry Miller Shreve's name is connected.

²³*Democratic Review*, Vol. XXII, 1848.

he determined to solve the problem of the steamboat's inability to travel against the current of the Mississippi River. In 1814 he became a stockholder in a Brownsville shipbuilding company to which he contributed one-fifth of the capital, and of which he was made manager.²⁴ A small boat of forty-five tons,²⁵ built on French's patent, was constructed. It was partly under Shreve's personal supervision that she was built; but when she was completed, he was absent with his barge at New Orleans, and during that summer she made two voyages to Louisville under the command of Captain Gregg. On December 1, 1814, the *Enterprise* left Pittsburg with a load of ordnance and military stores for Jackson's army. Two months before that time,²⁶ three keel boats laden with ordnance and small arms had likewise left Pittsburg for the same destination as the *Enterprise*, but by some strange disregard of the danger of New Orleans had actually been permitted to *trade by the way*. The following quotation names a different date of departure of the barges: "December 18, 1814. Arms notified to be on the way from Pittsburg could not be heard of, and Local Militia had scarcely any other arms but fowling pieces to depend upon for defense. The arsenals were empty and no prospect of a supply save only from the arrival of this tardy agent from Pittsburg which he had left about November 3, as advised."²⁷

When Captain Shreve left Pittsburg in command of the small steamer, he felt a double anxiety for the success of his undertaking. It was his first command of a steam vessel, and too, the glory of his country was at stake. He was the son of a Continental Army officer, he was a loyal Republican, and he heartily endorsed the war between England and the United States. With the citizenry of the West he revolted at the burning of Washington, and condemned the "traitors at Hartford." He appreciated Jackson's position at New Orleans and the imminent danger from Packenham; and, with the same zeal and intrepidity which had characterized his father, he brought the stores in safety down to Jackson's camp in fourteen days. There was intense excitement in New Orleans at the time. Jackson thanked Shreve for his

²⁴Louisville Courier, March 21, 1832, article "Louisville Canal."

²⁵Democratic Review, XXII, (E. W. Gould, Fifty Years on the Mississippi, 1882, p. 155, gives 75 T. Geo. H. Preble, rear admiral U. S. Navy, 1843-1882, A Chronological History of the Origin and Development of Steam Navigation, 1882, p. 70, also gives 75 T.

²⁶Ibid.

²⁷Major Tatum's Journal, while acting topographical engineer to Gen. Jackson, commanding 7th Military District, 1814.

celerity, and instantly gave him another undertaking,—that of returning rapidly up the Mississippi River to find the long-delayed keel boats. Shreve was gone but six and a half days, during which time he had traveled 654 miles and returned with the supplies. He was then kept busy transporting material for the army up to January 3, 1815. It was in the interval between December 21 and January 3, that the episode occurred, an account of which is taken from the Cleveland, Ohio, *Review*.²⁸

"Captain Shreve was commander of a vessel which plied the 'Father of Waters' and which, during the period that General Jackson had New Orleans under martial law, made its appearance at the levee of that city. General Jackson being apprised of the arrival of the vessel, at once sent for Captain Shreve and announced to him that he should consider himself, his crew and vessel as in the service of the Government and hold himself in readiness to discharge any duty that might be imposed upon him. Captain Shreve accepted the conditions and obtained permission from General Jackson to make some repairs on his vessel before entering upon active service.

"While these repairs were in progress and the British Army was daily expected, a number of citizens applied to Captain Shreve requesting him to convey their families fifty miles up the river to a place of safety. The Captain explained his situation but assured them that if they could obtain General Jackson's consent he would himself interpose no objection. A deputation of the citizens applied to General Jackson and obtained his consent. Captain Shreve had freighted his vessel with many ladies and children and a quantity of valuable goods when he received a message from General Jackson ordering him to perform some service which would compel him to discharge his living freight and disarrange his plans. Captain Shreve bluntly told the officer who had brought the message that he would not obey the order. The officer expostulated with Shreve and held up the terrors of Jackson's displeasure, but Shreve was built of quite as unbending metal as General Jackson, and indignantly refused to do the bidding.

"The officer returned to the 'old chief' and detailed to him Captain Shreve's refusal. In a towering passion the General

²⁸James Parton, *Life of Andrew Jackson*, Vol. II, 1870, Chapter X, footnote, pp. 118, 119, 120. (The story seems to rest on good authority. It is probable enough.—The author.)

ordered a file of men to arrest Shreve and bring him into his presence.

"Little time elapsed before the enraged Captain stood in the presence of the General. The latter fiercely eyeing Captain Shreve, in a voice husky with intense passion, made the inquiry:

"'By —, Captain Shreve, dare you disobey my orders?'

"'Yes, by —, I dare,' was the vehement reply of the undaunted Captain.

"Jackson could not repress the expression of surprise which spread itself over his face at the unexpected reply of the daring Captain, and in a tone of voice considerably milder than his first inquiry bade Shreve explain his conduct. Upon the explanation given, Jackson dismissed him, simply saying that he had forgotten his promise to the citizens,²⁹ whose wives and children Captain Shreve then had upon his vessel."

On January 3rd, Jackson ordered Shreve at headquarters, where he said:

"Captain Shreve, I understand that you are a man who will always do what you undertake. Can you pass the British batteries on the bank of the river, nine miles below, and with your steamer bear supplies to Fort St. Philip?"

After a moment's reflection which showed him the danger and a mode of success,

"Yes, if you will give me my own time."

"What time do you require?"

"Twenty-four hours."

Supplies were to be put on the steamer by 4 o'clock in the afternoon and an effort made to pass the British before morning. The British were encamped several miles below the city and had erected heavy batteries so as to command the river entirely. It was of great moment that Fort St. Philip should be relieved before the enemy advanced, that it might be made the key to subsequent operations, whatever the issue of the impending battle. That evening the steamer was run down to the Scud, just above the British batteries. The side most exposed had been completely covered with cotton bales, fastened securely to the vessel with iron hooks. By midnight a dense fog covered the river and

²⁹At this time every horse in New Orleans had just been pressed into the service. But Jackson had permitted Edw. Livingston who was one of his aides to retain one which was to carry Livingston's wife and daughter of 7, to safety. Lafitte was to guide them.

screened all objects from view. Captain Shreve put his vessel in motion under a "slow head of steam" with muffled wheel, the strictest silence having been enjoined on the crew; he passed wholly unobserved by shore sentries, at a signal from whom his vessel would have been shattered into fragments. Reaching the fort in safety he discharged his freight and on the next night repassed in safety, undiscovered until beyond range of the enemy's long guns. Only a few spent balls reached the protecting cotton bales.³⁰

Jackson's camp was wildly excited at this piece of daring and the General expressed his commendation freely.

On January 7th, Shreve requested to join the American Army and was stationed at the sixth gun in Colonel Humphrey's battery where he did effective work as captain of artillery which destroyed the advancing column of the British General Keane on January 8th.³¹ It was during this period of service that a friendship grew between Jackson and Shreve which only death dissolved; and this too, notwithstanding a disparity of some twenty years in their ages, for Shreve was at this time but twenty-nine years of age.

On May 6th, undeterred by all previous failures and with that faith that makes all things possible, he determined to attempt the ascent of the river. He succeeded, reaching Louisville on May 31.³² This was the first steam vessel that ever performed the voyage. The great difficulties which were experienced and the expense of the undertaking, made such trips with craft like the *Enterprise* impracticable.

During his absence from Brownsville, on April 8, 1815, his only son, and the third and last child of his first wife, was born. The boy was called Hampden Zane Shreve. Captain Shreve moved his family down the river to Louisville about this time, where he had the misfortune to lose in death the child, Hampden, who was still an infant.

For a period of two years he studied carefully, engines of various sorts. His practiced eye detected defects and his inventive genius suggested remedies; and he was able to build a vessel which he felt would be not only practical, but profitable and even comfortable. Thus in 1816 the first "two-decker" driven by the

³⁰*Democratic Review*, Vol. XXII, 1848. (This is the third "Beginnings of things" connected with Shreve's name. It is the first time in history that a steam vessel was employed in blockade running.)

³¹*St. Louis Republic*, Fri., March 7, 1851.

³²The fourth of "first things" connected with the name, Shreve.

"first double high pressure engine," appeared on the Ohio River.³³ She was named *George Washington*. She was, when finished, in every essential detail unlike any other steam vessel then known."³⁴

With this vessel on September 24, 1816, Shreve passed the Falls of the Ohio on her first trip to New Orleans, which she reached on October 7.³⁵

"At New Orleans she was visited by the most distinguished citizens of the place, all of whom expressed surprise and admiration at the ingenuity of her commander."³⁶ Edw. Livingston, the New Orleans representative of the Livingston, Fulton interests, after a critical examination of the vessel remarked to Captain Shreve, "You deserve well of your country, young man; but we shall be compelled to beat you if we can."³⁷

The *Washington* returned to Louisville in November. Owing to the ice in the Ohio, she did not start again until March 3, 1817. This time she made the round trip in forty-one days including the time of starting at Shippingport, all detentions at New Orleans and elsewhere and in spite of the fact that she was heavily laden both in descending and in ascending the river with freight and passengers.³⁸

The oldest account of this trip is as follows: "In the month of March she (*Washington*) left Shippingport a second time and proceeded to New Orleans and returned to Shippingport, being absent but forty-five days.³⁹ This was the trip that convinced the

³³The fifth of "Beginnings of things" connected with Shreve's name.

³⁴*Democratic Review*, Vol. XXII, 1848.

³⁵The *Louisiana Gazette*, Wed., Oct. 9, 1816. Ship News—The elegant steamboat *Washington*, Captain Shreve, arrived here on Monday in 15 days from Louisville. *Louisiana Gazette*, Friday, Oct. 24, 1816. The Steamboat *Washington*, Captain Shreve, left this port yesterday for Louisville.

³⁶*Democratic Review*, Vol. XXII, 1848.

³⁷This quotation though found in the following references could not be traced to its source:

2. *Democratic Review*, Vol. XXII, 1848.

b. E. W. Gould, *Fifty Years on the Mississippi*, p. 165, 1889.

c. Seymour Dunbar, *A History of Travel in America*, 1915, Vol. II, p. 393.

d. A. B. Hulbert, 1906, *The Ohio River*, p. 334.

e. James T. Lloyd, *Steamboat Directory*, 1856, p. 44. (The title of this book contains 226 words.)

³⁸The *Louisiana Gazette*, Thurs., Mar. 13, 1817, Ship News—Last night, the Steam-boat *Washington*, Shreve, Falls of Ohio in NINE DAYS. Left Shipping port, Monday, March 3, at 1 o'clock P. M. and arrived at N. O. Wednesday at 12:10 P. M. losing 53½ hours. She has a full cargo of Pork, Flour, Whiskey, Cyder, etc. Left at Natchez, the Steam-boat Oliver Evans, bound down, Spoke Aetna, 20 miles below the Chickasaw bluffs, 39 days from N. O.; the steamboat, Franklin 20 miles above this. Brings no news. We have a Louisville Correspondent of the 3d. instant brought by her. Flour at Louisville 8 dollars. The *Washington* will sail again for Shipping port on Sunday 23 inst. Passengers—El. Lewis, H. Talbot, J. Leroy, V. Nolte, J. LeCross, W. Alsop, John Gray, Jr., David Carter, John Delauney, John Trimble, S. Riley, J. H. Hawkins, J. T. Pemberton, R. McClellan, H. Vignon, J. Ralph, G. D. Blacker, Phillip R. Gray, W. H. Robinson, J. Spurdger, A. Woolford, J. B. Gilly and family, Miss C. Sargeant.

³⁹All other accounts give the number of days as forty-one

despairing public that steamboat navigation would eventually succeed in western waters. She has since been running with similar success in the same trade."⁴⁰ "To commemorate the event the citizens of Louisville gave him a public dinner, hailed him as their benefactor; indeed, as the first of benefactors of the Mississippi River."⁴¹ Shreve predicted that the day was not far distant when the trip from New Orleans to Louisville would take but ten days. When he had returned to New Orleans in March, his friends in that city had crowded around him eager to find out what accident had forced him back and not believing that he had reached Louisville and returned.⁴² Out of the profits of the two trips he was able to pay for the original construction of the steamer, for running the boat, besides dividing a surplus of \$1,700 among the stockholders.⁴³

The nineteenth boat, the *Ohio*, 443 tons, was built at New Albany, Ind., 1818, by Messrs. Shreve and Blair, in the Louisville trade.⁴⁴ The twentieth boat, the *Napoleon*, 322 tons, was built in Shippingport, 1818, by Messrs. Shreve, Miller and Breckenridge of Louisville.⁴⁵ Captain Shreve seems to have been the only one who figured in more than one of the sixty boats made up to this time.⁴⁶ "In 1819, so rapid was Shreve's success, twenty-five steamboats with aggregate 6,050 tons, owned by citizens of the valley were afloat and twenty-six others (6,720 tons) were ready to launch." During all this time Shreve continued to improve his boats; first, because all steamers then in use were constructed like sea-vessels and drew too much water for river navigation; second, because the business of the Mississippi Valley increased so rapidly that the steamers then made could not accommodate the crowds of passengers immigrating westward. After running the *Ohio* for about four years and the *United States* for one year, in 1824 he finished a new steamboat named the *George Washington*, constructed upon a new model which continued in use for fifty years. Some of his partners had refused to engage in the experiment on the ground that the boat would be top

⁴⁰McMurtrie, *Sketches of Louisville*, 1819, p. 202. Also *Gazette De La Louisiane*, Nouvelle-Orléans, Sat., Nov. 15, 1817. The Steam-boat Washington, Capt. Rodgers, arrived at the levee last evening from Shippingport. She departed from the falls on the 8 inst. and has been under way but 11 days. The capt. says that he brought no papers.

⁴¹*Democratic Review*, Vol. XXII, 1848.

⁴²*Ibid.*

⁴³*Democratic Review*, Vol. XXII, 1848.

⁴⁴J. T. Sharf, *History of St. Louis*, Vol. 2, 1883, p. 1099.

⁴⁵*Ibid.*

⁴⁶E. W. Gould, *Fifty Years on the Mississippi*, 1889, p. 111.

heavy; but he proved to them by mathematical calculations that he was right. This boat constructed with side wheels to be worked by separate engines, was completely under the control of the pilot and could make a sudden turn in the river or be managed as easily as a skiff with oars. Shreve had to endure much ridicule while this boat was being built; but for some years after her appearance, people would travel in none other than a Shreve model.

In 1824 Congress addressed a circular to steamboat captains asking for suggestions as to freeing the Ohio and Mississippi rivers from snags, sawyers and planters. Shreve's reply made important contributions. He likewise offered to make a model of an engine that would "free the river entirely." The Government made no request for the plans of Captain Shreve, but, offering a reward of \$1,000 for a model of a machine, Shreve refused to compete and a Mr. John Bruce of Kentucky got the award. For \$65,000 he agreed to "clear both the Ohio and the Mississippi rivers of all obstructions."⁴⁷ After two years had elapsed and after the money was nearly gone, only a small portion of the Ohio had been helped and not a single snag had been removed from the Mississippi. Bruce's invention had failed. Judge Sam. McKee was then appointed, but he died before he could get at the enterprise. The Secretary of War, John C. Calhoun, then recalled the valuable suggestions which had previously been made by Captain Shreve, with whom he had no personal acquaintance, recommended that his services be secured. The commission of Superintendent of Western River Improvements was forwarded on December 10, 1826, and accepted January 2, 1827. This position he held until 1841. Previous to this appointment, he had at his own expense tested his invention on a small scale, when he met with ridicule and incredulity on all sides. With the confidence of true genius he had persisted and in spite of all opposition the consent of the War Department for carrying out his plans was obtained under date June 27, 1828, and the first snag-boat,⁴⁸ the *Heliopolis*, was at work a year later, July 22, 1829.⁴⁹ On August

⁴⁷*Democratic Review*, Vol. XXII, 1848, p. 244.

⁴⁸The sixth of the "First things" connected with Shreve's name.

⁴⁹On file in the War Department is this remonstrance: It is said the present Superintendent (Capt. Shreve) has it in contemplation to construct a large and powerful steamboat for the purpose of cutting out the snags and pulling them up by the force of steam. Now those projects are only calculated to get through appropriations without anything like the thing contemplated. All machinery, whatever, whether used by lever or by steam power, is considered by persons well-acquainted with the Mississippi River navigation as a useless expenditure of time and money. *Democratic Review*, Vol. XXII, 1848, p. 248.

9, 1829, the *Heliopolis* commenced operations at Plum Point in the Mississippi. In just a few hours every doubt was dispelled and the triumph of Captain Shreve was complete. The success of the snag-boat suggested the construction of a marine battering-ram for harbor defense. At General Jackson's request he filed a description of it in the Navy Department but because of pressing business, and against the expressed wish of his friend, Jackson, he never constructed one for trial.

The fifty-eighth boat⁵⁰ on the western waters was completed in 1819 at New Albany, Indiana. It was owned by Henry Miller Shreve and others and was intended for the conveyance of mail between Louisville and New Orleans under act of Congress passed March 1, 1819.⁵¹ This boat, named the *Post Boy*, in allusion to its service, was the first attempt on western waters to carry the mail in steamboats.⁵²

During the year 1831, Captain Shreve made a "cut-off" at the mouth of the Red River.⁵³ Concerning this the author says, "a very unfortunate improvement (?) that has given trouble ever since." Filled with the idea generally current at that time that it would be well to straighten out the river and shorten navigation, a channel was cut across one of the great bends just above the mouth of the Red River by which a distance of thirty miles was saved. This, known as Shreve's Cut-off, proves troublesome to this day⁵⁴ for, five days after it was done bars were formed at the mouth of the Red River entrances, which necessitated the use of dredge boats; and these bars continue to form to the present day.

In 1832 Captain Shreve was ordered to proceed to the Red River for the purpose of removing the Great Raft. An official report of Captain Shreve under date June 1, 1838, states that on

⁵⁰James Hall, *Notes on the Western States*, 1838, p. 234; Sharp's *History of St. Louis*, Vol. II, p. 1099.

⁵¹*Annals of Congress*, 15 Cong. 2 Sess. March 2, 1819—An act authorizing the Postmaster-General to contract, as in other cases, for carrying the mail in steamboats, between New Orleans in the State of Louisiana and Louisville, in the State of Kentucky. Be it enacted, etc., That the Postmaster-General may and he is hereby authorized to contract for the transportation of the mail in steamboats, between N. O. in La., and Louisville in Ky. for any term of time, not exceeding four years in any one contract, in the same way and manner as he lawfully may, for the carriage of it by land, but the whole expense of sending the mail shall not exceed that of transmitting the same by land.

⁵²The seventh of "Beginnings of things" connected with Shreve's name.

⁵³E. W. Gould, *Fifty Years on the Mississippi*, 1889, p. 231.

⁵⁴A prominent steamboat man of today was asked in 1926 whether he had heard of Capt. Shreve. "Of course," he answered, "he made the Red River cut-off." Verily the "evil which men do lives after them, the good is oft interréd with their bones."

May 1, the navigation through the extent of the raft was considered safe.⁵⁵

In 1819 when Monroe was talked of for the presidency, Shreve openly expressed for Jackson; and though repeating this preference in 1824, John Q. Adams gave him his appointment as Superintendent of Western River Improvements. He was one of the original seven who made the first demonstration in Louisville in favor of Jackson's election to the presidency and the old General never had a stauncher adherent, in his various political contests, than Henry Miller Shreve. In the political turmoil that brought Harrison into office, Shreve, to the surprise of the people of the West, was one of the first victims. The following letter from his political enemies, bearing date at Washington, September 11, 1841, is the finest testimonial to his ability and service:⁵⁶

"In concluding this communication which finally dissolves your connection with the Government as an Agent of this Department, I take occasion to say that the zeal you have manifested for the public interests, the ability you have displayed in conducting your operations, and the faithful manner in which for a series of years you have executed the various and important trusts committed to your charge, entitle your conduct (so far as is known to this Department) not only to an avowal of satisfaction, but also to an expression of high approbation."

⁵⁷"A few weeks ago (1848) at the opening of the telegraph in St. Louis, Shreve's was the first⁵⁸ message borne by lightning from the banks of the Mississippi to the President of the United States on the tide waters of Atlantic."

Prior to this time he had purchased a plantation in St. Louis County. He had married a second time, a Miss Lydia R. Rogers, and in 1841 he turned with interest and zeal to his work of improving agriculture. His life had been begun as a farmer on the banks of the Monongahela River, and now, like Cincinnatus, after having spent himself for his country's honor and glory, he returned to the humble but pleasurable pursuit of tilling the soil. During the remaining decade of his life on earth he enjoyed uninterrupted social happiness and the esteem of his friends and love of his family.

⁵⁵Gould, *Fifty Years on the Mississippi*, p. 244.

⁵⁶*Democratic Review*, Vol. XXII, 1848.

⁵⁷*Democratic Review*, Vol. XXII, 1848 (Concluding lines).

⁵⁸The eighth of the "first things" connected with Shreve's name.

He died in St. Louis on Thursday, March 7, 1851.⁶⁰ At the time of his death he was quite wealthy, his name being listed among the 311 in the St. Louis Census as wealthy citizens; his property in the city limits of St. Louis was assessed at \$26,100. His daughter, Rebecca Ann, had been married in 1832 in St. Louis to Walker Randolph Carter,⁶⁰ who with Capt. Joseph Conn established the Carter Line (Red River Packet Co.) in 1869. This company employed eight boats, one of which was called the H. M. Shreve, and which visited landings on the Missouri, St. Louis, Jefferson, Shreveport and New Orleans. Two of the daughters of Rebecca Ann married into the O'Fallon family of which John O'Fallon, whose "charities are lithographed in the very streets of St. Louis," was head; he was the ninth in point of wealth of St. Louis property, his possessions in that city alone amounting to \$328,300.

"Shreve's name has become historically associated with Western river navigation."⁶¹

The descendants of Shreve, though scattered from Boston, Mass., to Silver City, New Mexico, seem never to have lived in either Shreveport or in New Orleans. The City of Shreveport, which rests on Coates Bluff, was originally the camp of Shreve and his workmen during the removal of the Red River Raft. It was then referred to as Shreve's Town. When the town was incorporated in 1839, it was named Shreveport in honor of Henry Miller Shreve.⁶²

McMurtrie in his *Sketches of Louisville*, 1819,⁶³ writes: "Next to Fulton the Western country owes a vast debt of gratitude to Capt. H. M. Shreve of Portland. It is his exertion, his example and, let me add, his integrity and patriotic purity of principle, to which it is indebted for its present flourishing state of navigation."

The following letters, found only in Congressional reports, are given because of their value in showing the ability of Captain Shreve in his understanding of his work:

⁶⁰Nearly all accounts of the death of Shreve give the date March, 1854. However, *The St. Louis Republic* of March 7, 1851, gives it as above. Also, Sharp's *History* (1852) of St. Louis, Vol. I, p. 685, in naming wealthy St. Louisians, gives value of estate of Shreve (deceased).

⁶¹It was at the home of his son-in-law that this "worthy citizen" passed away. *St. Louis Republic*, March 7, 1851. (In January of the same year, his youngest child, (by his second wife) Florence Shreve, had died).

⁶²*St. Louis Republic*, March 7, 1851.

⁶³Journal of Israel Shreve, supplementary note.

⁶⁴Page 192.

WASHINGTON, 21st April, 1832⁶⁴

SIR: I have examined the papers handed to me relating to the explosion of steam boilers. I find in the letters of Mr. Bakewell and Mr. Redfield, the latter particularly, many sensible and rational remarks, which meet my entire views on the subject. Mr. Redfield remarks in the 10th page of his communication are doubtless correct. If Congress would inquire into the loss of human life by drowning, etc., from vessels navigated within her territory since the 20th of June, 1816, the date of the first explosion,⁶⁵ to this time, it will probably far exceed the number lost by the explosion of steam boilers which has been in that period 263 caused by 52 explosions, and the comparative number of passengers on steamboats, since that date, must exceed those on all other crafts by at least 3 to 1.

I have, therefore, come to the conclusion that no other legislative interference can be beneficially applied, but an inspection to test the strength of boilers of hydraulic pressure making it necessary that the boiler shall be put to three times the pressure under the hydraulic pump, than it is allowed to carry in steam.

I beg leave to suggest that if it comes within the power of Congress, it is important to pass an act to regulate steamboats meeting in the night. I have witnessed four fatal accidents of this description, in all of which lives were lost, and heavy losses sustained by all the boats—two of the boats under my command, and two on board of which I was a passenger—consequently I have thought much on the remedy to be applied. The one on which I have determined as the most simple and the most effectual is to compel the boat bound down stream to stop her engine and drift in the stream when she has approached within half a mile of a boat bound up stream. I would explain this by stating that if the descending boat is floating, the ascending boat heads, or steers clear of her, and cannot come in contact with her. The time lost in no case will exceed 5 minutes, besides the boat drifting in the stream brings her some two minutes short of that time. The penalty imposed might be to make the descending boat liable for all damage if she did not stop her engine in time, and in case of the descending boat stopping her engine in time, and at the proper distance above, and if the ascending boat then runs into the descending boat, make the ascending boat, in like manner, liable for all damages. All boats descending the river should be prohibited from passing down the narrow and short channels of the Mississippi river, which is attended with great dan-

⁶⁴U. S. Congress, R. of H. Committee, First Sess. 22 Cong. *Bursting of Steam-boilers*, Wm. C. Redfield.

⁶⁵This was Shreve's boat, the *George Washington*.

ger in case of boats meeting in these chutes; some losses have occurred in that way.

Another subject of importance, permit me to suggest: in all the waters of the U. S., steamboat owners are in the habit of running boats that are worn out and rotten. If Congress will make provisions to appoint the necessary officers to inspect them, it will be a beneficial arrangement, particularly to the western states.

I am, sir, very respectfully,

Your obedient servant,

HENRY M. SHREVE.

HON. C. A. WICKLIFFE, Washington, D. C.

SIR: A Hydraulic forcing pump, of sufficient capacity for proving the strength of a steam boiler, so constructed as to be portable and at the same time, applicable to every description of boiler, can be manufactured in Cincinnati, O., for about \$300, the entire operation can be moved from place to place, and from one boat to another on a common wheelbarrow.

The inspection can be made, at most, in three hours by the labor of two men. It can in all cases be made when the boat is in port engaged taking in or discharging cargo; consequently no delay will take place in the business of the boat.

Your obedient servant,

H. M. SHREVE.⁶⁶

Honorable C. A. Wickliffe,

Chairman of Committee on the Public Lands,

House of Representatives.

Nov. 1832.

II. THE STEAMBOAT "ENTERPRISE"

"In 1814 a company at Brownsville, Pa., built two boats, the *Enterprise* and the *Dispatch*, which made in all five boats west of the Alleghany mountains. Both of his (Shreve's) boats were at New Orleans in 1815, and were pressed into government service by General Jackson."⁶⁷ Her owners⁶⁸ (referring to the *Enterprise* only) were afterwards remunerated by the United States Government. At the close of the War, as cartel she made five⁶⁹ trips to Balize being the first steamboat to go to the mouth of the

⁶⁶H. of Rep. 22 Cong. 1 Sess. No. 478 "Steamboats."

⁶⁷Louisville Courier, March 21, 1832. (This is the only account that both boats were at New Orleans at this time.)

⁶⁸E. W. Gould, Fifty Years on the Mississippi, 1889, p. 164.

⁶⁹Ibid., p. 155.

river and return.⁷⁰ She was likewise the first steamboat to ascend the Red river where she went with troops as far as the rapids.⁷¹ She made nine trips to Natchez,⁷² being the first boat to move without sails both up and down stream. She was a small boat of about 75 tons burden.

At the release of the *Enterprise* from government service, she was seized by process of law and was the first boat to give bond for her release.⁷³ "On May 6,⁷⁴ she left New Orleans for Pittsburg and reached Louisville after a passage of 25 days, thus completing the first steamboat voyage ever made from New Orleans to Louisville. But at the time the *Enterprise* made this trip the water was so high that the banks in many places were overflowed; consequently there was no current. The *Enterprise* was enabled to make her way up without much difficulty by running through the "cut-offs" and over inundated fields, in still water."

Though Capt. Shreve was received joyfully and acclaimed a hero, people of the West, generally, were doubtful as to whether a steamboat could ascend the Mississippi when the water was confined within the banks.

Niles Register, Vol. 8, 1815 tells the story thus: "The steamboat, *Enterprise*, worked up from New Orleans to Bardstown, nearly 1500 miles in 25 days. It is calculated that the voyage by steamboat from New Orleans to Pittsburg, about 2300 miles, will be made in 36 days. How do the rivers and canals of this old world dwindle into insignificance compared with this, and what a prospect of commerce is held out to the immense regions of the West by means of these boats! It is thought that the freight from New Orleans to Louisville (at the falls of the Ohio) will soon be reduced to \$3.50 per c." Under a later date in this same year the *Register* says: "Arrived at this port (Brownsville) on Monday last, the steamship *Enterprise*, Shrieve, of Bridgeport from New Orleans, in ballast having discharged her cargo at Pittsburg. She is the first steamboat that ever made the voyage to the mouth of the Mississippi and back. She made the trip from New Orleans to this port in 54 days, 20 days of which were employed in loading and unloading freight at the

⁷⁰*Ibid.*, p. 94. (Copied from a Brownsville paper of 1815.)

⁷¹James Hall, *Notes on the Western States*, 1834, p. 231.

⁷²*Ibid.*, (She was the first boat used in towing).

⁷³E. W. Gould, *Fifty Years on the Mississippi*, p. 156.

⁷⁴Jas. T. Lloyd, *Steamboat Directory*, 1856, p. 43.

different towns on the Ohio and Mississippi. So she was only 34 days in actual service in making her voyage which our readers will remember must be performed against powerful currents and is upwards of 2200 miles in length."

The *Enterprise* returned to Pittsburg where she was given into the command of Captain D. Worley who lost her in Rock Harbour (Shippingport).⁷⁵

III. THE STEAMBOAT "WASHINGTON"

The good ship *Washington* was built under the personal supervision of Captain Henry Miller Shreve, in 1816, her hulls being made, in part from the battle-scarred timbers of old Fort Henry, at Wheeling; and her engines at the "great Monongahela port" Brownsville.⁷⁶ She was original in every way; her boilers were on the upper deck, the first boat on that plan, and so valuable was the improvement that it is still generally in use. She was equipped with high-pressure engines constructed by French. She was the first "two-decker" on the Western waters;⁷⁷ her cabin was placed between the decks. The cylinders were horizontal instead of vertical like those of Fulton's patent, and the pitman vibrated⁷⁸ instead of the cylinder as in French's engine. To the cam wheels of David Prentice, Shreve added his great invention of the cam "cut-off" with flues to the boiler;⁷⁹ by this invention three-fifths of the fuel was saved. In appearance it resembled a frigate with no masts. The machinery weighed only 1/20 as much as Fulton's.⁸⁰ Though at the time of the building of the boat, Shreve received no encouragement, and much ridicule, in the course of a few years no other model could be found on the waters west of the Alleghanies. She was of 400 tons burden and was partly owned by Shreve who became her first Captain.

1816
On Monday, June 7, 1815 the *Washington* left Marietta, O., and on the afternoon of Tuesday anchored safely at Point Har-mar. She remained here until Wednesday morning when her fires were rekindled preparatory to continuing the journey. Some difficulty was experienced in getting the boat into a proper position for starting. She was carried by the force of the current near

⁷⁵James Hall, *Notes on the Western States*, 1838, p. 231.

⁷⁶A. B. Hulbert, *The Ohio River*, p. 333.

⁷⁷Floyd's *Steamboat Directory*, p. 45.

⁷⁸*Ibid.*

⁷⁹Floyd's *Steamboat Directory*, 1838, p. 44.

⁸⁰*Democratic Review*, XXII, 1848.

the Virginia shore where she "got aground ten miles below Marysville." While all hands were busy hauling in the anchor, the end of the cylinder nearest the stern blew off. No human foresight⁸¹ could have anticipated this, as all of the machinery seemed to be in the best possible order. The following detailed account is given concerning this event of June 9, 1816,⁸² the first steamboat explosion recorded: "A column of scalding water was thrown among the crowd inflicting the most frightful injuries on nearly all the boat's crew and killing a number on the spot. The cry of consternation and anguish which then arose might have been heard for miles. The captain, mate, and several others were blown overboard; but all of these with the exception of one man were afterwards rescued from the water but were found to be more or less injured either by the fragments of the cylinder or by the scalding water. The explosion shook the earth to a considerable distance. The sufferings of the victims were beyond expression. The cause of the explosion was a disarrangement of the safety-valve which had become immovable in consequence of the accidental slipping of the weight to the extremity of the lever. The following is a list of the killed and wounded by this calamitous explosion: Killed, 8 one of whom was Anna C. Jones; Capt. Shreve, wounded, and six others fatally. One of these, Mr. Williams, while lying in his cabin suffering, offered all his money to the cabin boy to put him out of his misery; this boy afterwards became a ship captain, Capt. Hiram Burch, Marietta, O.

"This first steamboat accident in the West produced a great excitement among the inhabitants of that region and occasioned for some time a strong prejudice against steamboat travel, people being oblivious of the fact that when water conveyance was confined to keels and barges there was more real danger and more actual loss of life than may be classed among the incidents of steamboat navigation."⁸³

Captain Shreve was not discouraged, however, for he repaired the boilers and on September 24, the *Washington* passed

⁸¹Louisville *Courrier*, March 21, 1832.

⁸²Floyd's *Steamboat Directory*, p. 55 et fol.

⁸³A. B. Hulbert, *The Ohio River*, in a footnote, page 335, states that, "Mr. Lloyd has the *Washington* explode and burn to the water's edge, in 1816 and make its famous run to N. O. in 1817." A careful study of Mr. Lloyd's book failed to prove Mr. Hulbert's statement, to be correct. (See "List" of Shreve's boats in this article, page 65). There was a "*Washington*" burned to water's edge, but not Shreve's—C. S. P.

over the falls on her way to New Orleans which she reached on October 15. Returning to Louisville, she successfully demonstrated the practicability of traveling up stream by steam. The severe cold of that winter filled the Ohio River with ice to such an extent that it was impossible for the *Washington* to venture South again before the spring. She remained at the Falls until March 3, 1817. This second trip is the one from which the steam navigation of the Mississippi is dated.⁸⁴ She reached New Orleans on March 12. The ascending trip was made in 21 days.⁸⁵ This feat of the *Washington* caused an excitement and rejoicing throughout all the region almost as great as that produced by the Battle of New Orleans. Captain Shreve was feted and lauded as a public benefactor by the citizens of Louisville.

Shipyards began to spring up in every favorable place, and steam boat building was actively forwarded.

The *Washington* was the first steamboat to which the term "fast" was applied.

In Niles *Register* of Saturday, July 20, 1816 is found this interesting account: "Steamboats. St. Clairsville (Ohio) June 6—On Monday evening last, the steamboat *Washington* sailed from Wheeling, Va., for New Orleans under the command of Capt. Henry M. Shreve. She got under way about five o'clock and in forty-five minutes made nine miles. The steamboat *Washington* was made at Wheeling by Mr. George White. Her keel was laid on the 10th of September last. In August all her timbers were growing in the woods. She is 148 ft. in length. Her main cabin is 60 ft.; she has 3 handsome private rooms, besides a commodious bar room. She is furnished and equipped in a very superior style. Gentlemen from New York who have been on board of her, assert that her accommodations exceed anything they have seen on the North⁸⁶ river. She is owned by Messrs. Neal Gillespie and Robert Clark of Brownsville, Messrs. Noah Zane and George White of Wheeling, and Captain Shreve. Many who have seen and examined her announce her the finest steam vessel on the Western waters. Her steam power is applied upon an entirely new principle, exceedingly light. She has no balance

⁸⁴*Democratic Review*, 1848, Vol. XXII. (E. W. Gould, Fifty Years on the Miss., p. 44, gives date Mar. 12, 1817.)

⁸⁵*Louisville Courier*, 1832; (Gould gives 25 days).

⁸⁶i. e. Hudson River.

wheel, and her whole engine possessing a power of 100 horses, weighs only 9000 lbs. It is the invention of Capt. Shreve."

Another interesting item comes from "Extract from Log Book⁸⁷ of the steamboat, *Etna*, de Hart, from N. O. to Louisville 1817, June 28, * * * * * One P. M. met steamboat *Washington*, Captain Shreve, 30 miles below Chickasaw Bluffs, 9 days from the falls."

THE FATE OF SHREVE'S BOATS

LIST.

⁸⁸*Enterprise*, 75 T, high pressure, 1817—worn out.

Ohio, 364 T., high pressure, 1819—worn out.

Ohio II, 288 T., high pressure, 1831.

Post Boy, 231, high pressure, 1824—worn out.

Washington, 212, high pressure, 1822—worn out.

IV. FULTON, LIVINGSTON VS. SHREVE

Three times in history was an embargo on the navigation of the Mississippi. The first was in 1785 the same year in which Henry Miller Shreve was born, when Governor Miro ruled Louisiana and enforced the payment of an exorbitant duty from the people of the West. The second was in 1812 when Fulton obtained a grant from the Louisiana Legislature to the exclusive privilege of navigating the waters of the state by steam. The third was the interruption to navigation in 1861 during the Civil War. It is with the second period that this article is concerned.

One writer⁸⁹ says: "Two causes that contributed to delay in the use of steamboats were, fear of law suit and dissatisfaction with the percentage terms of Livingston and Fulton; and opposition of established travel systems (stage-coaches, sailing packets) together with jealousies of different states and actual taxation of travelers on steamboats."

The same author⁹⁰ continues: "Gov. Claiborne of Louisiana met Fulton and Livingston in New York city in the autumn of 1810 and discussed with them the project of introducing steamboats on the Father of Waters. A summary of the negotiations

⁸⁷Morris Birkbeck, *Notes on a Journey in America*, 3 ed., 1818, London.

⁸⁸James Hall, *Notes on the Western States*, 1838, pp. 255, 259, 262.

⁸⁹Seymour Dunbar, *A History of Travel in America*, 1915, Vol. II, p. 397.

⁹⁰Dunbar, *A History of Travel in America*, Vol. II, p. 388 et fol.

there conducted was afterwards made by Claiborne in a letter in which the Governor said: "They entertain no doubt of the ultimate success of the experiment, but spoke of the great expenditure and heavy advances with which it would be attended. These they were unwilling to encounter unless previously assured of the protection of the legislature of the territory of Orleans. I inquired as to the nature of the protection desired, and was informed an exclusive privilege to navigate the waters of the Mississippi passing through the territory of Orleans with boats propelled by steam was the only condition on which they would embark in this enterprise." The bill of April 19th, 1811 entitled, "An act granting the sole privilege of using steamboats for a limited time (fourteen years⁹¹) in the territory" was passed. Several legislatures had refused such a charter to Fulton and Livingston, and it was possibly an abuse of power on the part of the law-makers of Orleans territory that thus sought to place in the hands of a monopoly the door to western commerce.

Captain Shreve questioned the right of the corporation to thus strangle navigation and public opinion soon found expression in protest. Notices were published in newspapers protesting against the seizure by sheriffs of Louisiana of such boats as ventured on the river. All the states along the Ohio and Mississippi rivers declared the charter an "infringement of their rights and unconstitutional."⁹² Robert Fulton had died in 1815, but his company was active in its efforts and did not confine itself to verbal protests. The great difficulty of sailing on the western waters had suggested to Fulton and Livingston a system of relays.* One boat from Pittsburg to Cincinnati, the next from Cincinnati to Louisville, a third to Smithfield, a fourth to Natchez, and a fifth to New Orleans. The company owned the *Etna*, *Vesuvius* and the *Orleans* and the system was in part inaugurated, and a fine of \$500 was to be imposed on violators who defied the corporation's rights. The trip of the *Washington* destroyed this plan.⁹³

Determined to resist the tribute exacted by the Livingston, Fulton Corporation, Captain Shreve while visiting New Orleans

⁹¹McMurtrie's Sketches of Louisville, 1819.

⁹²Caroline E. MacGill, History of Transportation in the United States Before 1860, 1917, (Carnegie Institution of Wash.) p. 106.

*Gould, Fifty Years on the Miss., p. 197.

⁹³Henry E. Chambers, Mississippi Valley Beginnings, 1922, p. 310, states that the *Etna* made the first upstream trip from N. O. to Pittsburg. This is wrong.

with his barge in 1814 consulted A. L. Duncan, one of the most prominent members of the bar and gave him \$500 as a retaining fee together with a bond for \$1500 more to be paid on the successful termination of any legal controversy that might ensue. The foresight of Shreve was most fortunate. Edward Livingston determined to carry out his threats against all steamboats other than "Fulton" boats, and learning that the *Enterprise* was on her way down the river, the "company secured the services of the whole New Orleans bar"⁹⁴ and offered Mr. Duncan \$3000 if he would remain silent. Mr. Duncan replied that he was Captain Shreve's lawyer and further that he had counseled him to oppose the corporation. When Shreve landed with the *Enterprise* on December 14, he immediately applied to counsel and procured bail in case of seizure which *really took place* on December 15.⁹⁵ As, however, New Orleans was at the time under martial law, and the service of the *Enterprise* was demanded by Jackson, she was released and was not again seized until May 6, 1815, the day fixed for her departure from New Orleans for Pittsburg. Duncan anticipating this step, had her bail ready, the *Enterprise* was again released and went on her way.

In the meantime, the *Dispatch*, was seized loading her cargo of sugar and molasses for the Ohio, the captain was compelled to yield and could give no bond.⁹⁶ The *Constitution* in 1816 was compelled to leave New Orleans without her cargo. People in the west were outraged and indignation meetings were held in Louisville and Cincinnati. Some months after the departure of the *Enterprise*, the trial was held in a lower court and the jury returned a verdict favoring "free navigation." By writ of error the case was carried to the Supreme Court of the State and the act of the incorporation was pronounced unconstitutional in 1816.*

*We have not found any such case reported.—Ed. La. Hist. Quarterly.

The Company determined not to relinquish its claims. When the *Washington* arrived in October, 1816, she was seized by Fulton and Livingston for trespassing upon their waters, and Captain Shreve was arrested. Acting upon the advice of Mr. Duncan, Shreve refused to give bail; the arresting officer argued

⁹⁴*Democratic Review*, 1848, Vol. XXII. [Absolutely no record of this could be found, after painstaking research, in the New Orleans Court House (State Library.)]

⁹⁵McMurtrie, *Sketches of Louisville*, 1819, p. 193.

⁹⁶Gould, *Fifty Years on the Mississippi*, 1889, p. 142. [The *Louisville Courier*, Mar. 2, 1832 says: Capt. Shreve built two boats, the *Enterprise* and the *Dispatch*, making five steamboats west of the Alleghanies. Both boats were at N. O. in 1815 and were pressed into government service. This is recorded nowhere else.]

with him "offering to accept his bond without sureties rather than take him to jail."⁹⁷ The rumor of Shreve's arrest spread along the levee, and but for the expressed wish of Shreve that no demonstration take place, an outbreak would have ensued. Shreve was taken to the office of Mr. Edw. Livingston who was with Mr. John R. Grymes, the principal lawyer for the Company. The crowd followed. Upon reaching the office Shreve was immediately released.⁹⁸ "The steamer when seized, was instantly abandoned to the Marshall; and Mr. Duncan applied to the court for an order on the Company to give bail for damages caused by her detention. Messrs. Livingston and Grymes resisted the motion, but it was granted. They then became seriously alarmed for their monopoly."⁹⁹ Through the medium of an attorney and likewise by its members personally, the Company offered to admit Shreve to an equal share with itself in all the "privilege of the patent right, provided he would instruct his counsel so to arrange the business that a verdict might be found against him. In vain this tempting bait, I had almost said bribe, was proffered. It was rejected with scorn and indignation and the affair was left to justice."¹⁰⁰ Shreve had commenced the opposition for other than selfish gains. He realized to the fullest extent his position; he knew that the West looked to him for the free navigation of its waters, and he met the situation honestly and squarely. The result was that the best interests of the country were promoted, and "the wings of commerce were added to the feet of agriculture."

"The simple fact that the suit was not brought under patent laws of the United States is of itself a tribute of praise to the ingenuity or inventive powers of Captain Shreve. The *Washington* was not built under French's patent as was the *Enterprise*, but in accordance with Shreve's own inventions. The originality of his improvements was demonstrated throughout the controversy. And it was further shown that western commerce could never have benefited under either the Fulton or French patent."¹⁰¹

"The monopoly claims of Fulton and Livingston were finally withdrawn in 1819 * * * and steamboat navigation on western waters has been so progressive that at the present time (1856)

⁹⁷*Ibid.*

⁹⁸*Democratic Review*, Vol. XXII, 1848.

⁹⁹*Democratic Review*, Vol. XXII, 1848.

¹⁰⁰McMurtrie, *Sketches of Louisville*, 1819, p. 194.

¹⁰¹*Democratic Review*, Vol. XXII, 1848.

there are no less than 800 steamboats on the Mississippi and her tributaries and this mode of navigation has here been carried to a degree of perfection unrivaled in any part of the world."¹⁰²

The following statement is made by one writer:¹⁰³ "Livingston complimented Shreve very highly (on the beauty and originality of the *Washington*) but assured him that their monopoly would drive him out of business as in time it did." As even this account states that "Louisiana had no right to grant such privilege * * * * and as Chief Justice Marshall held for the court that the laws of New York (*Gibbon vs. Ogden*) granting these rights of Livingston and Fulton were in opposition with the act of Congress regulating commerce and that a state law must yield to the Supreme law," the case was settled against the Fulton, Livingston Corporation in 1824; but says this writer: "Fulton, and Livingston had practically abandoned their monopoly in the Mississippi and Ohio in 1820."

As Shreve had steamboats on the rivers after 1824 it would seem that the writer is in error; yet the following case,¹⁰⁴ the only one found in the Louisiana State Library seems to give credence to the statement: "The Act of 1817 (relating to insolvents) does not deprive persons who have not a year's residence of any right which they had before.

"Appeal from the Court of the First District.

"Martin, J., delivered the opinion of the court. It does not appear that the act of 1817 deprives the applicant of any right which he had to avoid imprisonment by a surrender of his property. It is true he is precluded from claiming any benefit of this act by its 39th section; as he has not a year's residence in the state. But we cannot conclude, that from the sole declaration of the legislature (that persons who have not resided in the state are not to enjoy the benefits of this act) they are to be considered as deprived of a right which another act gives them.

"The act has no repealing clause, It provides in the first section that every individual, not yet imprisoned for debt, may avoid imprisonment by surrendering all his estate provided the surrender be made bona fide and without fraud agreeably to the formalities prescribed by the act.

¹⁰²Lloyd's Steamboat Directory, 1856, p. 45.

¹⁰³Caroline E. MacGill, *History of Transportation in the United States before 1860*, p. 104.

¹⁰⁴Louisiana Term Reports on Cases argued and Determined in the Supreme Court of the State of Louisiana by F. X. Martin, Vol. IX, Feb. term 1822, "Shreve vs. His Creditors."

"The second section and the following, detail the formalities which every one who shall wish to avail himself of the benefits of this act is to follow, and the nature of the relief which a compliance with these formalities will give him a right to.

"It is foreign to the question before us, whether a person whose residence entitles him to avail himself of the benefit of the new act, is deprived by it from claiming the like benefit (or one of a similar nature) which the new act presents, if he had before, any other legal mode of acquiring it. But, admitting that as to such a person, the former law is repealed by implication because the act of 1817 and the one which provided the relief before, cannot stand together; it does not follow, that a person who, for want of residence, cannot avail himself of the new mode of relief, who is mentioned in the act, or the only part of it which declares this incapacity, is necessarily to be considered as bereft of the right which he had before to the former mode of relief under another act.

"Admitting that it is inconsistent that persons who have the residence required, should avail themselves of the former act, and so it cannot stand with the latter, which consequently repeals it; the conclusion does not follow as to those, whose want of residence incapacitates them from availing themselves of the new law, which in our view of the question, cannot as to them affect the old one * * * It is, therefore, ordered, adjudged, and decreed, that the judgment ought to be annulled, avoided, and reversed, and the case remanded, with directions to the judge to proceed according to law.

"Duncan for the plaintiff,

"Livermore for the defendant."

From this case it can be seen that Shreve suffered some financial embarrassment for his loyal, disinterested support of "free navigation."

V. SNAGS AND THE SNAGBOAT

"Occasionally the current (of the Mississippi) undermines the bank and plunges thousands of trees at one dash right into the bed of the river. The greater number of these are swept down to the sea * * * * but, unfortunately for the navigation of the Mississippi some of the largest, after being cast down from the position in which they grew, get their roots entangled

with the bottom of the river, where they remain anchored as it were in the mud. The force of the current naturally gives their tops a tendency downwards, and by its flowing past soon strips them of their leaves and branches. These fixtures called snags or planters are extremely dangerous to the vessels proceeding up the stream, in which they lie like a lance at rest, concealed beneath the water, with their sharp ends pointed directly against the bow of the vessel coming up * * * Sometimes they vibrate up and down alternately showing their heads above the water and bathing themselves beneath it, which peculiar motion has given them the name sawyer."¹⁰⁵

The same writer also describes the "snag chamber" with which almost all steamboats of that time were provided and which insured these boats against very serious damage.

From 1822 to 1827 the loss on the Ohio and Mississippi Rivers by snags alone amounted to \$1,362,500.¹⁰⁶ The failure of Mr. Bruce's invention induced President Adams to appoint Shreve, though a political enemy, to the task of removing from the western waters the snags so dangerous to commerce. To the western people remedy seemed hopeless. Many times such snags were from 3 to 6 feet in diameter and imbedded in the channel to a depth of ten to fourteen feet. A vessel impaled on such a snag could by no power be extricated. Shreve's proposition was regarded with disapproval, yet Congress responded favorably to the few men who expressed faith in Shreve and the consent of the War Department was gained on June 27, 1828. One year later the first snagboat, the *Heliopolis*, was ready for work, and was actually put into operation on July 22, 1829. The following description is from the *Democratic Review* 1848, Vol. XXII.:

"This machine-boat has twin hulls about eleven feet apart firmly connected together abaft midships and so constructed that a blow on the snag beam bears on every part and timber of the vessel. The snag beam connects the twin hulls at their bows, and wedge shaped, is placed at the water line and in the exact center of percussion so that a blow with it produces no jar whatever and consequently does not, as was predicted, disturb in the least any of the machinery connected with the boilers or engines.

¹⁰⁵Travels in North America in the Years 1827-28 by Capt. Basil Hall, Edin. 1829, p. 262, Vol. 2.

¹⁰⁶Gould, Fifty Years on the Miss. R., p. 213.

There is also an ingenious combination of pulleys, windlass, wheel and axle, levers, etc., for elevating loose snags, sunken logs and roots, masses of rocks and similar impediments.

"When in operation the machine boat moves 'under full head of steam' striking the snag with full momentum of the moving mass a sudden blow equal in violence to three or four thousand tons. If the snag be firmly embedded it is instantly broken at the point of leverage generally a distance below the bed of the river equal to the diameter of the snag. But if it be too loose to offer the necessary resistance, the boat passes on turning it over and at the same time trimming off all the limbs on the under side while a return passage of the boat trims the other side and forces a chain under it and in about five minutes it is lodged on deck where it is sawed into small pieces for fuel. The boat and all the machinery are worked by the same small steam engine.

"On the 9th of August, 1829, the *Heliopolis* entered the Mississippi and commenced operations at Plum Point where the snags formed an almost impossible barrier. With great doubt resting on the minds of all, save the inventor, she dashed into that river forest breaking by a single blow snag after snag or uprooting them in rapid succession. In a few hours every doubt was dispelled—the triumph was complete. Human genius had devised a mode of wrestling successfully with the greatest obstacle to western commerce. So perfect was the machine in all its parts that to this day (March 1848) not the slightest improvement or alteration has been made on it. It has saved the Federal government and individuals untold millions of dollars and has given to commerce an impetus which no mind can estimate. Official reports to Congress state that it has reduced the voyage from Louisville to New Orleans more than one-half; saved a countless number of lives, and property to an incalculable amount; effected a salutary change which without its agency ages might not have accomplished, and proved indispensable to the government in the discharge of its duty to itself and the valley of the Mississippi."¹⁰⁷

The snag boats were started at New Albany, Indiana. Capt Shreve had as his assistants Captains Abraham Tyson and John Dillingham. The hulls were built by Dohrman and Humphries;

¹⁰⁷*Democratic Review*, Vol. XXII, 1848, pp. 246-7.

and the engines were built by John Curry of Louisville, Ky. The boats were named the *Heliopolis*, *Capt. Morehead*, and *Archimedes*, Capt. Shreve. Colonel Long was the United States engineer in charge of the improvements upon the Mississippi River.¹⁰⁸

"A western paper¹⁰⁹ states that the agent employed by the government, Captain Shreve, has perfectly succeeded in rendering about 300 miles of the river as harmless as a mill-pond and will in course of time remove every obstruction from Trinity (six miles above the mouth of the Ohio where boats from the Ohio and Mississippi exchange cargoes. Cairo was established many years later as a port of exchange of freight.—Note by E. W. Gould.) to Balize.

"The labors of the officer who for several years past has been engaged under the authority and at the expense of the United States in removing these (snags) and other obstructions have doubtless been most beneficial; but as they are constantly forming, the task of their removal must be reiterated and perpetual. Nothing but the entire removal of the timber which can only be effected by the cultivation of every acre of the river banks can effectually arrest the evil. But the reasons are obvious why even after the whole of the interior of the countries bordering these rivers shall be settled, years must elapse before the wet and sickly bottom lands will become the chosen and habitual residence of man.¹¹⁰

While the writer in the *North American Review* sounds a pessimistic note, this article,¹¹¹ written in the same year takes on a hopeful aspect: "The project of removing the snags and sunken timbers from the beds of the Ohio and Mississippi rivers originated with Captain Henry M. Shreve, who next to Fulton has done more for steamboat navigation in the west than any other man. He contrived a steamboat for this purpose which operates with such speed and energy that scores of the largest trees are raised in a day with the assistance of a few hands. The business of removing snags is performed only when the water is low; at other times the crews are employed in cutting away the overhanging timber from the falling in banks. The boat is of the simplest construction, yet has such power that the largest tree,

¹⁰⁸Gould, *Fifty Years on the Miss.*, p. 244.

¹⁰⁹*Ibid.*

¹¹⁰The *North American Review*, Vol. 7, Art. II, 1838, Report on Explosions, p. 27.

¹¹¹James Hall, *Notes on the Western States*, Phila., 1838, pp. 43, 44.

however firmly fixed is removed in a few minutes. A number of these ingenious vessels have been employed for several years under the direction of Capt. Shreve in the Ohio and Mississippi and thousands of snags have been removed by them. In the year ending September 1833, nineteen hundred and sixty were taken up in the Mississippi and supposing many to have been left, the chances of danger to ascending vessels were diminished by at least that number. Within the same year the crews of these boats were employed when the water rose too high, in cutting away the trees liable to be undermined and actually felled ten thousand. It is now going on for several years at much less annual expenditure than was previously lost by yearly destruction to property—to say nothing of the loss of life. Obstructions are continually renewed, but the number of trees must annually be less, by settlement of country, consumption of trees for fuel and for building of steamboats; and but a few years will elapse before every tree on the margin of a navigable river will have acquired a value sufficient to induce measures for converting into fuel, the whole of that immense mass which would otherwise have been carried away by the spring floods.”¹¹²

VI. THE RED RIVER RAFT

“Above Natchitoches they¹¹³ (the explorers) began to encounter that peculiar river formation of logs, brush, and mud to which the name of ‘raft’ was given. On June 7, 1806 they encamped at the highest white settlement on the river some 45 miles above Natchitoches. On the next day, while forcing their way through a small raft, they were overtaken by an Indian messenger from Dr. Sibley that a Spanish force had left Nacogdoches in Texas, for the purpose of intercepting them * * * * After a consultation they resumed their journey.

“The country for some six or eight miles on either side of the river was now intersected with lakes and bayous forming marshes and swamps, through which a great part of the water of the river was dispersed. The main channel of the river was often choked

¹¹²About twenty-five years ago, a man and his two sons gathered from the waters of the Mississippi river at N. O. during each spring, many tons of wood. These trees and logs he “rafted” until the flood subsided, and then he sawed and split them into stove lengths, realizing not merely a livelihood, but enough surplus to purchase property which he now values at \$30,000.

¹¹³Isaac Joslin Cox, *The Early Exploration of Louisiana* (University Studies, Published by the Univ. of Cincinnati, 1906). This quotation is from Freeman’s Red River Expedition, October, 1805, p. 144-5.

up with rafts, which became increasingly difficult to remove. On the 11th of June they reached the 'Great Raft' through which for 50 years no white or Indian canoe had penetrated. Upon the advice of their French guide they made a detour of about 100 miles passing through bayous, creeks, small lakes, and swamps, where the navigation was at all times difficult on account of shoals, rapid currents, and rafts; and occasionally dangerous from the falling of decayed timber. The Indian or French guides were equally useless for discovering the best way and as a result fourteen days passed before the explorers again floated upon the undivided channel of the Red river, some 200 miles above Natchitoches. They felt gratified, however, in having passed the Great Raft, for the people below had laughed at the idea of their doing so with such boats (two flat-bottomed barges, and a pirogue, all of light draft)." The source of the Red river remained undiscovered until near the middle of the century.

* * * * "the Chaffeli"¹¹⁴ (Atchafalaya) was once but the continuation of the Red river to the ocean * * * In March 1803, I ascended Red river, from its mouth to Natchitoches, in an open boat unless when I chose to land and walk across a point; or, by the beauty of the river bank, the pleasantness of its groves, or the variety of its shrubs and flowers, I was invited ashore to gratify or to please my curiosity. On entering the mouth of the river, I found its waters turgid of a red color and of a brackish taste * * * Natchitoches was a small, irregular, meanly-built village, half a dozen homes excepted. * * * In the village are about 40 families, twelve or fifteen are merchants or traders, nearly all French. Ft. Claiborne is situated on a small hill * * * Though Natchitoches has been settled almost 100 years, it is not more than twelve or fifteen years since they had a plow, or a flat to cross the river with; both of which were introduced by a Pennsylvania Irishman under a similar opposition to the Copernican system. * * * At the upper house (of Campti) the great raft or jam of timber begins; this raft chokes the main channel for upwards of 100 miles¹¹⁵ by the course of the river; not one entire jam from the beginning to the end of it, but only at the points, with places of several leagues that are clear.¹¹⁶

¹¹⁴Lewis and Clarke Expedition, Exploration of the Red river, by John Sibley, April 10, 1805, Annals of Congress, 9th Cong., 2 Sess., No. 35.

¹¹⁵No two authorities give the same length, which is variously stated from 15 to 160 miles in length as will be seen in the quotations given in this paper.

¹¹⁶This is the only account which so describes the raft.

The first or lowest part of the raft is at a bend or point in the river just below the upper plantation, at which, on the right side, a large bayou, or division of the river, called Bayou Channo comes in, which is free from any obstructions. * * * There is always in this bayou sufficient water for any boat to pass; from thence upwards the Red river is free from all obstructions to the mountains. * * * From the above account you will perceive that the only difficulty in opening a boat passage by this raft through the lake, which is much shorter than by the course of the river and avoid the current, and indeed were the river unobstructed, would always be preferred, is this small jam of timber at the point, just below the Bayou Channo.¹¹⁷

"Upon the receipt of your letter, I had an opportunity of seeing some of the inhabitants who live near this place, who informed me that that small raft was easily broken and that they had lately been talking of doing it. I persuaded them to make the attempt and they accordingly appointed Friday following and all the neighbors were to be invited to attend and assist. They met accordingly, and effected a passage, but did not entirely break it; they intend to take another spell at it when the water falls a little, and speak confidently of succeeding."

"The red and Arcansa rivers whose courses are very long*** are both navigable to an unknown distance by boats of proper construction.¹¹⁸ * * * some difficult places are met with in the Red river below the Nakitosh, after which it is good for 150 leagues (a league being 2 miles) there the voyagers meet with a very serious obstacle; viz., the commencement of the Raft as it is called, that is a natural covering which conceals the whole river for an extent of 17 leagues continually augmenting by drift wood brought down by every considerable freshet; this covering which for a time was only drift wood, supports at this time a vegetation of everything abounding in the neighboring forest, not excepting trees of considerable size, etc., the river may be frequently passed without any knowledge of its existence; it is said that the annual inundation is opening for itself a new passage through the low grounds near the hills, but it must be a

¹¹⁷All later accounts would prove that this early explorer either minimized the difficulty, or had not fully observed the raft.

¹¹⁸Documents Relating to the Purchase and Exploration of Louisiana, 1804, Part II. The Exploration of the Red, Black and Washita Rivers, by Wm. Dunbar (Printed from Orig. Mss., 1904) p. 162 et fol.

long time before nature unaided will dig out a passage sufficient for the reception of the waters of the Red river."

The kind of timber of which the raft was made up is learned from this account:¹¹⁹ "From best information, Red river rises about 30 or 40 miles east of Santa Fe * * * the most abundant species (of timber) is a variety of black locust called by the hunters mosquito wood. Below the junction of Blue river, Red river is navigable for boats of large size, during the spring floods."

In a footnote p. 120, Vol. II, *Life of Andrew Jackson*, James Parton, the author, says that the removal of the great Red river raft had always been considered impracticable, if not, indeed, impossible. "This raft," says he, "was over thirty miles in length and had for years blocked up the entire river."

Various accounts like the following prove only too well how little real, well-grounded information was had by writers:¹²⁰ "Red river on the right joins the Mississippi a little south of 31 degrees of North latitude. It is nearly 500 yards wide at its mouth but its general width is from 250 to 300 yards. The whole length is about 1500 miles. The country about the lower half of the Red river has been pretty well explored, and is found to be equal in fertility to any other part of Louisiana of the same extent, except for about 50 miles near the Mississippi which is annually deluged with water. The cotton and tobacco raised about Natchitoches and the rapids are of the first quality and command the highest prices in the market. The trade of this river as far as Natchitoches already (1821) employs several steamboats, besides what comes to market in smaller vessels."¹²¹ * * * "The source of the river is at this time unknown (1822). No confidence is placed in representations of this river beyond the confines of Louisiana. The water is too brackish for use. Previously to the closing up of the direct channel above Natchitoches, immense quantities of red cedar must have been borne down the stream into the Mississippi; but since the formation of what is erroneously called 'the raft,' above Natchitoches, no timber of any kind could possibly by natural means pass through

¹¹⁹ Wm. Darby, *Geographical Description of the State of Louisiana, the Southern part of the State of Mississippi and Territory of Alabama*, N. J., 1870, p. 190. No mention of the raft.

¹²⁰ *The Western Navigator*, Sam. Cumings, Vol. II, 1822, Philadelphia, pp. 147, 148.

¹²¹ Red River, *International Encyclopedia*, 1885, Width at mouth 1800 ft.; narrowest part 600 ft.; widest part 2700 (just below canon), length 1550 miles.

such an intricate maze of islands and interlocking channels. One hundred and fifty years have elapsed since the French colonized Natchitoches; at their arrival the impediments in the river were nearly similar to what they are at present." * * * "The impediment opposed by the drowned tract above Natchitoches does not render the river innavigable, except at low water. During the latter part of the winter and spring boats of any necessary size can pass through."

The last statement contradicts some previously quoted in this article.

The following account makes an attempt at explaining the origin of the raft. It is a clever piece of work: "As this subject¹²² is not generally known and understood, I ask a place in your Review for it, and though not very accurate, it may be sufficiently so for general information. How and when it first originated, what have been its consequences and what they may reasonably be expected to be on the removal, has in it importance enough to justify this attempt at information. The raft is an accumulation of trees, logs, and drift extending over the surface of the river from bank to bank, and for miles in extent, so close and compact as to be walked over without wetting the feet. Broomstraw, willow and other small bushes are growing out of the rich alluvial earth, that covers (cover?)¹²³ the logs, so that it presents the appearance of an old worn-out field that has been abandoned to grow up again. The current, if any under so much impediment, is barely perceptible. Such a mass of decayed and decaying wood is malarious in the extreme, and its steady upward march at about one and one-half miles a year is driving a scanty population before it.

"At what time it commenced is unknown and must remain so; but judging from its annual decay, breaking off and floating away below, gives probability to the conjecture that it was more than four hundred years ago. The Caddo Indians say that the residence of their immediate ancestors was on Caddo prairie, now the upper bottom of the present Caddo lake, and this is the upper end of the obstruction. This open lake about one and one-half miles in width and thirty to forty long is about eight

¹²²The Red River Raft and Its Removal, ed. by J. D. B. DeBow, in DeBow's Review and Industrial Resources, Statistics, etc. "Cotton is King" Vol. XIX. New Series Vol. II, N. O. and Washington City, 1855, p. 437 et fol. (No indication of the contributor is given).

¹²³(Article has "cover").

feet in depth under general winter water and the passway for the steamboats. When the raft was first seen by the earliest white settlers, is and will also remain unknown. When Alexandria and Natchitoches, one hundred miles above it, were first settled, the raft was above them, and this latter Spanish town was founded as early as the city of Philadelphia. When operations were commenced by the United States engineers in 1833 under Captain Shreve, its lower end was at the mouth of the Loggy bayou, which is the outlet of Lakes Bodeau and Bistmon,¹²⁴ and near 400 miles above the mouth of the river, all below having rotted and passed away.

"We are not so much in doubt, however, *how* the raft was first created. The cause, it seems generally agreed, was that the waters of the Mississippi being high from a freshet when the Red river was low, its waters backed up and made still water at the mouth. The raft of trees, logs and drift that came down the Red river were stopped by the ceasing of the current in this still water and spread over the surface from bank to bank and there accumulated drift over so much surface, seeking passage out at the same time, until tangled from shore to shore, it united firmly and stopped, and made a jam. The mass embedded logs near the mouth and very many places above, that show themselves in low stages of the river, and make this clear, and certain. The jam once established, as nothing could pass, increased each year according as the extent of the annual freshets brought down more trees and drift, and this accumulation probably was at about the rate of one and one-half miles a year, while after a time from decay it broke away below, drifting off and making a clear river at something like the average of about one-half that space. When surveyed for the operations that were begun in 1833, its length was a little under one hundred and thirty miles. Since 1833¹²⁵ it has extended to about 30 miles above where it ended at that time. The sap woods of the swamps under the alternations of wet and dry were not many years in rotting and when completely rotted away, broke and past (?) down the stream so as to make again an open river. The annual increase exceeding the decrease, gave length to it and advanced it into the upper country; and if these were the days of M (?) Van Winkle, and

¹²⁴These lakes are, one in Natchitoches Parish, the other between Natchitoches Parish and Winn Parish. They are from 8 to 10 miles long by $2\frac{1}{2}$ miles wide.

¹²⁵This article appeared in 1855; 22 years later than 1833; according to his reckoning the raft should have grown 33 miles.

we would wait about 200 years, it would give us navigation up to Fulton (now in Hempstead County, Ark.) near the natural obstruction known as the White Oak Shoals and about 800 miles above its mouth."

Another interesting description of the Great Raft is added. Attention has already been called to the difference in the length of the raft as recorded by different writers; it is also exceedingly interesting to note the difference in language used in detailing the giant obstruction.

"After entering the Red river¹²⁶ we found our labors very toilsome; on account of our boat being a large family boat, crowded with women and children, we found it very difficult to row and push up stream. However, we got along very well, though slowly until we arrived at the Big Raft. * * *

"Our course through the raft was very slow and toilsome. The distance is about 90 miles. We were 30 days in making that distance. Ours is the only boat of any size that has ever passed through the raft. Had we not been so fortunate to secure the service of a Caddo Indian, who had passed through before as a guide, we should most likely have been lost." One is tempted to speculate whether this guide is the same who a little more than a decade before had led the government party.

"I hardly know," the letter goes on, "how to give you a description of this raft, but perhaps you can get the best description of it by imagining yourself in a large swamp, grown up with trees and filled up with driftwood, wedged in very closely, the water having no particular current and running in no particular direction. During the 30 days we saw land but two or three times, and then only some small islands. At night we tied our boats to a tree and remained till morning. Sometimes we would come across lakes some two or three miles in extent, and then again we would spend a whole day in moving not further than the *length of the boat*.

"But I must tell you of an immense quantity of bee trees which we found in this raft. At any time we could go in our "dug out" and return laden with a large quantity of honey which we found truly delicious * * * *"

¹²⁶Jno. T. Faris, *On the Trail of the Pioneers*, N. Y., 1920 (copying Letters from an Early Settler, W. B. DeWees, in Texas, 1819, p. 10; compiled by Cora Cardelle, 1858 Louisville) p. 129 et fol.

"The prevalence of ague in this region was due in large part to the curious Red River Raft, the largest and most remarkable formation of the kind of which there is any record.¹²⁷ The Red river more than 1700 miles long was practically closed to navigation by a timber raft of enormous extent. Early explorers were unable to ascend the stream and most later navigators found it necessary to make use of a series of bayous and creeks to reach headquarters."

Mr. Faris quotes the article from DeBow's Review, which has already been given in detail; and which will again be referred to.

"In 1832¹²⁸ Captain Henry Miller Shreve was ordered to proceed to Red river for the purpose of removing the great raft. His fleet of boats consisted of the snagboat *Eradicator*, and two tenders, the *Pearl* and *Laurel*. The raft commenced at that time at about Loggy Bayou and extended to Carolina Bluffs, a distance of 165 miles. It took six years to accomplish the work of removing the raft, so as to give good navigation between lower and upper Red river." Gould here gives the official report of Captain Shreve under date June 4, 1838 as follows: "On board, March 1, 1838, the first boat was enabled to force her way through the upper section of the raft, and up to the 29th, five merchant steamboats passed up through the raft. On May 1, the navigation through the extent of the raft was considered safe. There were two boats lost near the head of the raft, the *Black Hawk* and *Revenue*." "The amount expended in opening the raft was \$311,000."¹²⁹

John T. Faris, "On the Trail of the Pioneer" uses very freely the account given in DeBow's Review Vol. XIX, not always giving credit¹³⁰ for the material. So he says: "It was impossible to wait on the process of nature. The whole Red river country was malarial because of the decaying timber. As the raft grew, settlers were driven back, not only by the malaria, but by the waters which overflowed the banks and the entire prairie and made a fertile country a lake from twenty to thirty miles wide. Homes were deserted and the development of the region was retarded."

¹²⁷John T. Faris, *On the Trail of the Pioneer*, N. Y., 1920, p. 131.

¹²⁸E. W. Gould, *Fifty Years on the Mississippi*, p. 244 et fol.

¹²⁹E. W. Gould, *Fifty Years on the Mississippi*, p. 245.

¹³⁰Faris, *On the Trail of the Pioneer*, 1920, p. 132.

Continuing the story from DeBow:¹³¹ "The lower part of the raft was then in such a state of decay and yielded so readily to the grapplings of the steamer, that about one hundred miles were pulled away the first season, and good navigation established through it up to Coates' bluff, now the flourishing town of Shreveport, so called in compliment to that officer. This so lately an uninhabitable bluff is the commercial inlet to the comforts and convenience of about 300 families and it ships more than 60,000 bales of cotton this year. All that remains of this formidable barrier may be about fifteen miles in length. The raft being here of recent formation, does not give the benefit of being rotted and has, therefore to be dismembered by the axe and saw and the force of steam is necessary to pull it apart. The distance is short but the labor is much greater."

Shreve prosecuted work on the raft during the years 1833-1838. It was his firm belief that the work should be further pursued until the last of the obstruction had been removed, and then at small cost the government could keep the stream free; but "on¹³² September 11, 1841, he was dismissed (from his position) because of political reasons."

The following account shows the disastrous consequence to the people of the Red river district of the government's failure to properly finish the work: "In November last¹³³ (1847), there assembled at Washington, Arkansas,¹³⁴ a large convention of the citizens of that state and Texas to take into consideration the subject of the interruption of the navigation of the Red river by the great and well-known raft. From the memorial of this convention addressed to Congress we extract: There is a great and growing barrier to our commerce and prosperity and the longer it remains, the greater will be the difficulty of its removal. We need scarcely allude to the Great Raft in the Red river. This great obstruction has retarded our growth as a state, for, so long as our navigable rivers are blocked up, emigration will be checked and the fertile lands which are everywhere to be found above the raft on and contiguous to the Red river will continue to be unsold and settled? (unsettled) * * * The whole people of

¹³¹DeBow's Review, Vol. XIX, 1855, p. 439.

¹³²Part I of Flagg's *The Far West*, 1836, 1837, Ed.'s note (in *Early Western Travels*, 1786-1846, R. G. Thwaites, Vol. XII), p. 280.

¹³³J. D. B. DeBow's (Prof. of political economy, commerce and statistics in the U. of La. N. O.) *The Commercial Review of the South and West*, Vol. V, 1848, N. O., pp. 94, 95.

¹³⁴In Hempstead Country on a branch of the Red River.

the United States are, so we conceive, indirectly interested in the improvement of this great river. It takes its rise far beyond the boundaries of the southern and western limits of our domain¹³⁵ and the productions of millions and millions of acres of land must necessarily be shipped down it to the various markets for which they may be designed * * * We have not the language to express in adequate terms the many and great inconveniences we suffer on account of this great obstruction * * * freights on the Red river are 200 per cent higher than on any other river on our continent. * * * The river now is completely blocked up for a great distance * * * the major portion of the lands bordering the Red river are now—comparatively valueless * * * while such inundations continue there will be no lands sold that are at all affected. * * * In support of this view of the case we can state that Captain Shreve was appointed by the General Government to superintend the removal of the raft and that he succeeded in clearing about 160 miles of it, and all the fine lands bordering that part of the river were reclaimed thereby and were readily sold by the Government and there are now flourishing towns and villages where there was nothing but a wilderness when Captain Shreve commenced the work."

In the face of such a statement as that with which the above quotation is concluded, it seems to be rather unprofessional, to say the least, for a reputable work to publish such a sentence as this: "Just¹³⁶ below Shreveport navigation was formerly impeded by the great raft. * * * The U. S. government in 1833 undertook the removal of this obstruction, and after *various abortive* efforts Lieut. Woodruff in Nov., 1877 succeeded in cutting through the raft a channel, which can be kept open at slight annual expense."

It is true the engineer at work on the raft in 1855 avoided the labor of breaking the raft from the point above where Captain Shreve had ceased to work in 1838. The author¹³⁷ of the article tells it thus: ("The engineer), by selecting one of the three bayous that the obstruction has forced the river through, proposes to open it into Caddo Lake,¹³⁸ (the only navigation where there is any) and through that into the river again." The

¹³⁵This was, of course, an error as the Red River rises in the Panhandle, and Texas entered the Union in Dec. 29, 1845.

¹³⁶International Encyclopedia, 1890, article under "Red River."

¹³⁷DeBow's Review, Vol. XIX, 1855, p. 439.

¹³⁸About 11 miles northwest of Shreveport.

part of the raft, therefore above Shreveport remained, and there seems to have been no further government effort to remove it until 1877.

The following bit of a statement would seem to indicate that another member of the Shreve family became interested in the Red river and in the West of that time: ¹³⁹"Several persons arrived recently at St. Louis in Missouri from Santa Fe, and among them, the brother of Capt. Shreve, who gives information of a large and frequented road¹⁴⁰ which runs nearly due east from that place and strikes one of the branches of the Canadian, [and], that at a considerable distance to the south of this point, in the high plain is the principal source of the Red river."

This description would indicate that Mr. Shreve was the first to name any where near correctly the source of the Red river.

VII. TERMINOLOGY

The "terminology" here appended is interesting to a degree and more than once tempted the writer from the straight and narrow path of duty, into the wavering, winding road of forbidden (for a time at least) speculation. The "bit" of information herein given is the result of a little wandering.

Arks,—Long floating rooms, built on a flat bottom with rough boards, and arranged within for sleeping and other accommodations. You hire boatmen and lay in provisions, and on your arrival at the destined port, sell your vessel as well as you can possibly at half cost. On the whole when the navigation is good, this is pleasant and cheap travelling. Hundreds of them are on the river and can be procured of a size suitable for the number. Notes on a Journey in America by Morris Birkbeck, Lou. 1818, 3d p. 45.

These strange vessels are called "arks"; and truly they remind one very much of the pictures representing the flood which one sees in children's books. They vary in length from 40 to 80 or 90 feet and in width from 10 to 15 or 20. They are flat-bottomed, perpendicular in their sides, square at the ends and slightly curved at the top. They are all made of rough planks, pinned together with wooden bolts or "tree-nails," as

¹³⁹Part IV of James's Account of S. H. Long's Expedition, 1819-1820, in R. G. Thwaites Early Western Travels (annotated reprints) p. 279.

¹⁴⁰Probably the old Santa Fé trail.

they are technically called.—*Travels in North America in the Years 1827-28* by Capt. Basil Hall, Edin. 1829, p. 321.

Bateaux-plats,—invented or devised by the French were flat-bottomed boats with pointed bows and sterns.—*Mississippi Valley Beginnings* by Henry E. Chambers, 1922, p. 22.

Cut-offs,—U. S. a shorter channel cut by a river across a bend.—*Century Dictionary*. Also,

The new and relatively short channel formed when a stream cuts through the neck of an ox-bow U; likewise, the crescent shaped body so separated from the stream.—*Oxford Dictionary*.

Among the causes of the inundations that have recently produced so much loss and distress on the lower Mississippi, in the opinion of the writer, must be enumerated the "cut-offs" which have been made at and below the mouth of the Red river.—*The Mississippi and Ohio Rivers*, by Charles Ellet, Jr., Phil. 1853, p. 77.

Double-decker,—U. S. colloq.—A boat with two decks above the waterline.—*Oxford Dictionary*.

Dug-out,—In the lower part of the valley (Mississippi) where suitable barks as birch were not to be found, the Indians used "dugouts," or hollowed out tree trunks suitably shaped. The French gave these the name "pirogues." They were made preferably of cypress * * * some 30 to 50 feet in length with a carrying capacity of thirty persons and forty tons of freight.

Full,—If spirituous liquors are taken, let the quantity be cautiously regulated. Every excess debilitates the system, and to think of escaping disease by keeping always "full" is desperate folly.—*Directions to Emigrants*, Scipio Greatfield, Cayuga Co. N. Y. 6 mo. 2 da. 1817, p. 353.

Keel-boats,—The flat-boat moved only down the stream * * * For carrying goods both up and down the stream the keel-boat or barge, as it is commonly called, was used. It had a round bottom and a keel or ridge on the bottom that ran the full length

of the boat. It was towed up the river by ropes carried by men on the bank, and also had sails that could be used when the winds were favorable. A keelboat, unlike a flat-boat, could be steered and kept in the stream; they rarely made more than twenty miles per day. The rope was fastened to the top of the mast near the bow of the boat to keep it from becoming entangled in the bushes along the bank. It took from two to three weeks to make the trip from Illinois to New Orleans but from three to four months to return.—*The Story of Louisiana* by William O. Scroggs, L. S. U. 1924, p. 215.

Low Irish,—The "low" Irish as they are called even here (Pittsburg) too often continue in their old habit of whiskey drinking * * * The low Irish and the freed negro stand at nearly the same degree on the moral scale.—*Notes on a Journey in America*, by Morris Birkbeck, 1818, p. 41.

Horns,—broad-horns, more familiarly called,—A name by which the flat-boats on the Mississippi and other American Rivers were formerly known.—*Century Dictionary*.

"The river's earliest commerce was in great barges, keel-boats, and broadhorns." *Life on the Mississippi*, Samuel Clemens, p. 41.

Milk,—Give no Ohio water to children just weaned—give them milk instead.—*Directions to Emigrants* by S. Greatfield, 1817, p. 353.

Orleans,—*"These flat boats or orleans, as they are called in the Western waters are from 12 to 25 ft. wide and from 30 to 90 ft. long. Not over 100 nails are used in building one but they are stuck together by wooden pins. They will carry 700 bbl. of flour. They cost one dollar per foot length and sell at destination for 25 cents per foot length.—Elias Pym Fordham a home seeker from England (in On the Trail of the Pioneer by John Faris, 1920, p. 123.)"*

Passage,—The full price of a passage for a deck passenger from New Orleans to Louisville, a distance of 1450 miles costs generally ten dollars, that is two guineas.—*Travels in North*

America in the Years 1827-28 by Capt. Basil Hall, Edin. 1829, p. 349.

Planters,—A piece of timber or the naked trunk of a tree one end of which is firmly imbedded in a river, while the other lies near the surface of the stream. It is stationary.—U. S., Century Dictionary.

Radeaux,—A boat, devised by the French, closely resembling the flat-boat with blunt ends, that afterwards became so numerous on the Western waterways.—Miss. Valley Beginnings by H. E. Chambers, p. 22.

Sawyers,—Trees swept away by the water; when one end of such trees keeps bobbing up and down, the obstruction is called a sawyer.—Oxford Dictionary.

Snagboat,—A steamboat fitted out with apparatus for removing snags or other obstacles to navigation from river beds. Century Dictionary.

Western U. S.; The snag-boat service is an important branch of government work, especially on the Mississippi and Missouri rivers, where it was developed by Lt. Chas. R. Suter whose boat removed 1388 snags during six months in 1892.—Standard Dictionary.

Staterooms,—1660, Pepys Diary, 24 April—very pleasant we were on board the London which hath a stateroom much bigger than the Nazeby, but not so rich.—Oxford Dictionary.

"Before Shreve's time, the cabins had been merely curtained off, but Shreve built rooms and named them after the different states. When a man came aboard he would say, 'What state am I in, Cap?—' The Youth's Companion, "Forgotten Service," copied in The Louisiana Historical Quarterly, Vol. 3, No. 1, Jan., 1920, p. 138.

"Jenny," said Captain Lige, "did you ever know how cabins came to be called staterooms?"

"Why, no," answered she, puzzled.

"There was an old fellow named Shreve who ran steamers before Jackson fought the redecoats at New Orleans. In Shreve's

time cabins were curtained off just like these new-fangled sleeping-car berths. The old man built wooden rooms and he named them after the different states, Kentuck, Illinois, and Pennsylvania. * * * And from this river has the name spread all over the world—stateroom. Winston Churchill in "The Crisis" p. 324.

The account as given by Capt. Lige leaves the impression that Shreve was a very old man when he so named his cabins, as a matter of fact, he was but 31 years of age at the time.

Steamboat,—The steamboat is very small and dirty * * * Crammed with passengers, all equally disagreeable.—An Englishman's Pocket Note-Book in 1828, from *On the Trail of the Pioneer* by John T. Faris, N. Y., 1920, p. 133.

Texas,— [So-called in allusion to the State of Texas] a structure on the hurricane deck of a steamboat, containing the cabins for the officers. The pilot house is on top of it.—*Century Dictionary*, 1890-91.

When the big cabin appeared on top, it was at once named for the largest of the states, "Texas" which has been the technical name for it since.—"Forgotten Service," *Youth's Companion* in the *Louisiana Historical Quarterly*, Vol. 3, No. 1, Jan., 1920, p. 138.

* * * * "And I'll bet you can't tell," the Captain continued, "why this house we're standing on is called the Texas."

"Because it's annexed to the states," she responded.—*The Crisis* by Winston Churchill, p. 324.

Tooth-pullers,— Among other singular objects were divers of those nondescript inventions of Captain Shreve, yclept by the boatmen, "Uncle Sam's tooth-pullers"; and judging from their ferocious physiognomy, and the miracles they have effected in the navigation of the great waters of the West, well do they correspond to the soubriquet.—*Flagg's the Far West in Thwaites Early Western Travels*, p. 113.

Wealth,— Perhaps there is no country on the globe where so much wealth is divided among so few individuals as in Lou-

isiana.—The Western Navigator, Sam Cumings, Vol. II, 1822, Phila.

BIBLIOGRAPHY

- American Almanac and Repository of Useful Knowledge for the Year 1835.
Annals of Congress, 9 Cong., 2 Sess., Report on the Red River by John Sibley.
Annals of Congress, 15 Cong., 2 Sess., Act authorizing use of steamboat for carrying mail.
A Report on Explosions and Causes of Explosions in the North American Review, Vol. VII, 1838.
Autograph Letter of Geo. Washington, edited by Mrs. Martha J. Lamb, in the Magazine of American History, Vol. XX, 1888.
Morris Birkhead, Notes on a Journey in America, 1818.
Samuel R. Brown, The Western Gazetteer, 1817.
Henry E. Chambers, Mississippi Valley Beginnings, 1922.
Isaac Joslin Cox, The Early Explorations of Louisiana, 1906.
Samuel Cumings, The Western Navigator, Vol. II, 1822.
Cyclopedia of American Biography, Vol. V.
William Darby, Geographical Description of the State of Louisiana, etc., 1817.
J. D. B. DeBow, The Commercial Review of the West and South, Vol. V, 1848.
Documents Relating to the Purchase and Exploration of Louisiana, (Printed from Original Manuscript, 1904).
Seymour Dunbar, A History of Travel in America, Vol. II, Vol. IV, 1915.
Charles Ellet, Jr., The Mississippi and Ohio Rivers, 1853.
Exploration of the Red River of Louisiana, Senate Doc. 32, Congress No. 54.
Explosions of Steamboilers, by Wm. C. Redfield, U. S. Congress, 22 Cong., 1 Sess.
John T. Faris, On the Trail of the Pioneers, 1920.
Forgotten Service, from Youth's Companion, in The Louisiana Historical Quarterly, Vol. 3, No. 1, Jan., 1920.
Alcée Fortier, Louisiana, Vol. II.
Fuel for Steamboilers, in The American Journal of Science and Arts. Vol. XX, July, 1831.
Gazette De La Louisiane, Nouvelle-Orléans, Sat., Nov. 15, 1817.
Scipio Greatfield, Directions to Emigrants, 1817.
E. W. Gould, Fifty Years on the Mississippi, 1889.
James Hall, Notes on the Western States, 1838.
James Hall, Statistics of the West, 1836.
Captain Basil Hall, Travels in North America, 1827-28, Edin. 1829.
Archer Butler Hulbert, The Ohio River, 1906.
International Encyclopedia, 1885.
Journal of Colonel Israel Shreve (communicated by H. S. Shreve) in the Magazine of American History, Vol. II, Part II, 1878 (Orig. Doc.).
Major A. L. Latour, Historical Memoir of the War in West-Florida, 1816.
James T. Lloyd, Steamboat Directory and Disasters on the Western Waters, 1856.
Caroline E. Mac Gill, History of Transportation in the United States before 1860 (Carnegie Institution of Wash., 1917).
Harriet Martineau, Retrospect of Western Travel, Vol. II, 1838.
McMurtrie, Sketches of Louisville, 1819 (Loaned by Louisville Free and Pub. Library).
Niles Weekly Register, Baltimore, 1818.
Notices of American Steamboats, by W. C. Redfield, American Journal of Science, Vol. XXIII, Jan., 1833.
James Parton, Life of Andrew Jackson, Vol. II, 1870.
George H. Preble, A Chronological History of the Origin and Development of Steam Navigation, 1883.

Thos. Scharf, *History of St. Louis, City and County, from the Earliest Periods to the Present Day*, Vol. I-II, 1883 (Loaned by the St. Louis Historical Society).

William O. Scroggs, *The Story of Louisiana*, 1924.

Henry Miller Shreve, *In the United States Magazine and Democratic Review*, Vol. XXII, 1848.

Shreve vs. His Creditors, *Louisiana Term Reports, Supreme Court of Louisiana*, F. X. Martin, Vol. IX, Feb. term, 1822.

Major H. Tatum, *Journal*, 1814 (Typewritten copy).

The Great Raft of the Red River and Its Removal, DeBow's Review, Vol. XIX. New Series Vol. II, 1855.

The Louisiana Gazette, Wed., Oct. 9, 1816.

The Louisiana Gazette, Thurs., Mar. 13, 1817.

Reuben Gold Thwaites, *Early Western Travels*, Vol. XII, (annotated reprints).

Reuben Gold Thwaites, *How George Rogers Clark Won the Northwest*, 1903.

Frank H. Tompkins, *Riparian Lands of the Mississippi*, 1901.



MAJOR JOHN B. PRADOS

A CONFEDERATE OFFICER

By James A. Renshaw.

There died in New Orleans not so long ago, March 21st, 1926, Mme. Emma Marie Icard Prados, widow of the subject of this sketch. Among her effects, guarded as her valued treasures, were several documents bearing on the military career of Major Prados. These papers, though worn with years of affectionate handling, are still in a fair state of preservation. During all the sixty odd years of her widowhood she had cherished them. Wet from the tears of her earlier grief, caressed by loving hands during later years, they became in her old age a tie that bound her to the years then gone, and oft her enfeebled hands opened them to her dimmed eyes, as she sought in their reading to live again in the past.

John Baptiste Eugene Prados was born Nov. 12th, 1836 in New Orleans, the son of Francois Antolin de los Dolores Prados, a native of Malaga, Spain, and his wife, Helene Legolphe of Opelousas, Louisiana. Young Prados grew up in this city, receiving his education here, and at the time of the breaking out of the war between the States was engaged in the Western Produce business.

On April 18th, 1857, he married Miss Emma Marie Icard, the ceremony being celebrated at St. Mary's Church (Arch-bishopric).

Hardly had the echoes of the firing at Fort Sumter died away, before young Prados volunteered his services to his State. Chosen by his comrades to be Major of the command, he duly received his commission as Major of the 8th Louisiana Regiment, the document being still in fine condition. It bears the signature of Thomas Overton Moore, Governor of Louisiana, and is dated June 10th, 1861.

This regiment, ordered to Virginia, gained a glorious record in the conflict, but officered by such men as H. B. Kelly, Colonel; Francis T. Nicholls, Lieut. Colonel; and John B. Prados, Major; how could that splendid body of men have done else than distinguish itself?

As late as the earlier months of 1862 it must still have been allowed the various regiments to ballot for their officers, for

about that time such an election was had by the 8th Louisiana but Major Prados was not among the chosen. The cause for this failure to re-elect is so clearly stated by such eminent authority as General Joseph E. Johnston, and in such complimentary terms of the worth and ability of Major Prados, that the letter in question and other correspondence connected therewith have been kept as valued heir-looms by the family. These documents here follow:

Hd. Q. Dept. N. Va.
May 15th, 1862.

COLONEL:

Major Prados, who will hand you this, has not been re-elected by his regiment—because, on account of high intelligence and energy, he had for six or eight months prior to the election, been employed upon various important duties which separated him from it. I strongly recommend him for appointment in your department—the highest you can give him—and request that when appointed, which I hope may be very soon, he may be assigned to this army.

He is one of the most intelligent, zealous and faithful officers I have met with.

Most respectfully,
Your obt. Sv't.
J. E. JOHNSTON,
General.

Col. Myers.

Cross Roads, New Kent Co.
May 15th, 1862.

GENERAL:

It must seem presumptuous in one so humble as myself to undertake to add to a recommendation made by the distinguished man whose name is signed on the foregoing sheet, but I cannot refrain, as an act of justice, from adding my testimony to the worth, ability and fidelity of Major Prados as an officer and his courteous and unexceptionable deportment as a gentleman. Part of his time he has been detailed for duty as Inspector in this Department and thus I know him officially; too much could not be said in his behalf. But Genl. Johnston has expressed it so well, I will not attempt to improve on him.

Yr. obt. Sv't.

Note—I regret that the name and official title signed to this letter are undecipherable by me. J. A. R.

To HON. G. W. RANDOLPH,
Sec. of War.

I recommend Major J. B. Prados for the appointment of Brigade Qu. Master with orders to report to Genl. J. E. Johnston for duty. Major Prados has been most useful in the Army and his appointment, if made at once, will add to the interest of the service.

A. C. MYERS,
Q. M. Genl.

CONFEDERATE STATES OF AMERICA

WAR DEPARTMENT,
Richmond, May 19th, 1862.

You are hereby informed that the President has appointed you Brigade Quartermaster Major in the Provisional Army in the service of the Confederate States to rank as such from the fifteenth day of May one thousand eight hundred and sixty two. Should the Senate at their next session advise and consent thereto, you will be commissioned accordingly.

Immediately on receipt hereof, please to communicate to this Department, through the Adjutant and Inspector General's Office, your acceptance or non acceptance of such appointment, and with your letter of acceptance return to the Adjutant and Inspector General the Oath, herewith enclosed, properly filled up, subscribed and attested, reporting at the same time your age, residence when appointed, and the State in which you were born.

Should you accept, you will report for duty to Genl. J. E. Johnston.

GEO. W. RANDOLPH,
Secretary of War.

Major John B. Prados,
Brig. Qur. Mstr. P. A. C. S.

The Senate must have confirmed the appointment, for in an extract from an official document dated Nov. 26th, 1862, Major Prados was "By command of the Secretary of War" directed to report to Genl. J. E. Johnston.

And now I am more than pleased to present the following tribute to the kindness and courtesy of Major Prados, drawn up and signed by Federal prisoners of war, who were being taken to Richmond. It is a paper most highly prized by the Prados family, and less than two years after having been written proved of valuable service. This I will mention later.

Virginia, July 23d, 1861.

Resolved:

That we, the officers in the service of the United States of America, and at present prisoners of war, in the custody of Major Prados of the 8th Regt. Louisiana Volunteers; do hereby return our sincere and grateful thanks to the said Major Prados for his kind and Gentlemanly conduct towards us, the said officers, during our passage from Manassas Junction to the City of Richmond, Va.

MICHAEL CORCORAN, Colonel 69th Regt. N. Y. S. M.

CAPT. W. L. BOWEN, Quart. Mast. 1st Rgt. R. I. V.

CAPT. JOHN DOWNEY, 1st Regt. N. Y. S. V.

REV. G. W. DODGE, Chaplain 11th Regt. N. Y. Vol.

MORTIMER GRIFFIN, Capt. E. Co. N. Y. S. M.

JAMES P. McIVOR, Capt. J. Co. 69th Regt. N. Y. S. M.

JOHN T. DREW, Capt. Co. G, 2d Regt. Vt. M.

WM. MANSON, Capt. 79th Regt. N. Y. S. M.

SAMUEL DEGOLYER, Capt. Co. F, 4th Rgt. Mich. V.

CAPT. I. A. FARRISH, Capt. 79th Regt. N. Y. S. M.

C. N. BOUTELLIER, Surgeon 1st Minnesota Vols.

ALFRED POWELL, Surgeon 2d Regt. N. Y. S. M.

CHAS. WALTER, 1st Lieut. 1st Regt. Conn. Vol. Aide-de-Camp to Col. Keys.

LIEUT. GEO. W. CALEFF, 11th Rgt. Boston, Mass. Vol.

ANDREW McLECHIE, Asst. Surgeon N. Y. M. 79th Regt.

WALTER B. IVES, 1st Lieut. 79th Regt. N. Y. S. M.

WILLIAM K. WATSON, M. D., Asst. Surgeon 2d Regt. N. Y. S. M.

GEO. B. KENNISTON, 1st Lieut. 5th Regt. Maine Vol.

JOHN WAYTE, 1st Lieut. Co. B, 79th Regt.

H. A. GOODENOUGH, JR., Lieut. G. Co. 14th Rgt. N. Y. S. M.

M. A. PARKS, Lieut. 1st Rgt. Mich. Infantry.

S. B. PRESTON, Lieut. Co. F. 4th Mich.

W. H. CLARK, Lieut. Co. G. 4th Maine Vol.

EDMOND CONNELLY, 2d Lieut. Co. K. 69th Regt.

1ST LIEUT. A. E. WELCH, 1st Regt. Minnesota Vol.

WASHINGTON A. CONNOLLY, Asst. Surgeon 2d Regt. N. Y. S. M.

S. R. KNIGHT, 1st Lieut. Co. D. Rhode Island Regt.

W. H. RAYNOR, 1st Lieut. Co. G. 1st Regt. Ohio Vol. M.

JOHN H. SKINNER, 1st Lieut. G. Co. N. Y.

T. B. GLOVER, 1st Lieut. Co. D. 4th N. Y.

ROBERT CAMPBELL, 1st Lieut. 79th Regt. N. Y.

SAMUEL IRWIN, Lieut. Co. A. 2d Regt. N. Y. S. M.

D. S. GORDON, 2d Dragoons U. S. Army, temporarily attached to Col. Key's Staff.

JAMES McNULTY, Orderly to Col. Corcoran 69th Regt.

ALFRED ELY, Representative in Congress from the 29th Congressional District of New York.

Towards the close of 1862 Major Prados was assigned the duty of rounding up deserters, a task of no little danger. This was particularly the case when early in January, 1863, he was in Tangipahoa and adjoining parishes with orders to effect the capture of one F. P. Mancosos, whose reputation was such as to render the undertaking particularly hazardous.

On the morning of January 21, 1863 (there is some conflict of opinion as to the exact date) Major Prados, accompanied by Capt. Joseph F. Bauduc, learning that the man he sought was aboard the schooner "Virtue," at anchor in Lake Pontchartrain, all sails set, some little distance off shore between the mouth of the Tchefuncta river and the town of Mandeville, at once discussed with his associate the plan of capture.

Their first idea of taking a detail of men with them was abandoned for fear the captain of the schooner might take alarm and sail away. So throwing cloaks about them to hide their uniforms they took a skiff, with a negro boy to row them out, and reaching the vessel's side climbed aboard. The boy with the skiff was ordered back to shore. What then took place can only be surmised, unless the testimony of the captain of the schooner and of two sailors, to which I will allude later on, be accepted as a fact.

Reports from those on shore related, that the schooner soon set sail, and that the bodies of two men in uniform were thrown overboard. The "Virtue" sailed then directly for New Orleans, but no report of any unusual occurrence aboard was made to the officer in charge of the point where the vessel entered the city.

The excitement on the far side of the lake was great, as may well be surmised; but not till some two weeks or more later were the bodies found. That of Capt. Bauduc was seen floating on the water near Pass Manchac, while that of Major Prados was discovered a day or two after near La Freniere.

Mr. Randolph, a friend, first saw and identified the body of Captain Bauduc; and information was then sent to the family in New Orleans. Arrangements were made at once with Capt. Negrotto of the schooner "Stockton" for transportation, but a cash payment in amount of the value of the boat was exacted to provide against loss by possible capture and confiscation. Then the widow made application to the military authorities for a

permit, which was refused. Upon her saying that she would go anyhow, an officer exclaimed that any vessel leaving any of the lake-ends without a permit would be fired upon. "Then let them fire upon the widowed mother of five young children" she answered and left the room. When half way down the stairs she was overtaken and recalled by an orderly. The permit was issued.

Upon the return to the city Capt. Negrotto promptly made restitution of the payment originally required.

The funeral of Capt. Bauduc was attended by what the "Daily True Delta," in its issue of that time, termed an immense gathering and was an imposing event.

Of course a permit had likewise to be procured from the Federal General then in command at New Orleans to bring to the city the body of Major Prados. But to show the difficulties that were encountered even then, it is only necessary to state, that on returning to the city the party was stopped at the lines, the coffin opened and searched, and each individual was stripped of his clothing in quest of any contraband matter.

On the body of Major Prados were precious relics—his wedding ring with his initials and those of his wife, and the date of their marriage, was on his finger; about his neck was a peculiarly marked religious medal given him by his mother; in the pockets of his uniform a French manuscript prayer written by his sister-in-law on his leaving for the front; and a commendatory letter from Genl. Pemberton; while about the body was still buckled his sword, which latter the family deposited in after years in Confederate Memorial Hall.

An inquest was held in New Orleans by Dr. E. D. Beach, Coroner. Notwithstanding various rumors, which had been freely circulated, concerning knife wounds and other forms of attack, the report as published in the newspapers of the day, of Dr. Stone and Dr. Schuppert, who made the post-mortem, showed no marks of outward violence had been found, and that death had ensued from drowning. Nicolas Appalonia, captain of the "Virtue," and two of his sailors testified, that after the officers had climbed aboard and made the arrest of Mancosos, they (the officers) ordered the schooner to be sailed into shore; that these officers were knocked overboard by a swinging boom, that although they (the deponents) were anxious to rescue the offi-

cers and proceed to shore, Mancosos refused to listen to such proposition, saying he and the crew would be hanged by the populace, and ordered the schooner to sail at once for New Orleans.

The jury found "F. P. Mancosos and Capt. Nicolas Appalonia criminally guilty in not saving or trying to save the lives of the said deceased, Major J. B. Prados and Lieut. Joseph F. Bauduc, when they could have done so."

The parties so charged were arrested and tried, Thos. J. Durant defending Mancosos. The case lasted several days and was bitterly contested, ending however in the release of the prisoners.

From the records available it would seem, Mancosos became a detective under Federal authority, while Dr. Beach lost his official position for having held the inquest without the necessary military permit.

As bearing on this matter I now quote from a letter written during the present month (October, 1926), and which I have been permitted to use, as follows:

"Regarding the death of your father and mine I obtained, in Pass Christian, during 1883 from a sailor who was on the schooner Virtue when the sad occurrence took place, that never went into print. He said that the evidence at the time was made to 'suit the defense.' What he told me was that they had placed some soldiers in a skiff in a nearby marsh, in case they were needed, but the weeds prevented them from seeing signals when they were needed. That the boom of the main-sail was purposely jibed violently and at the same time the tiller was pulled out of the rudder-post and both were struck with it; and that my father, Capt. F. J. Bauduc, was additionally stabbed by Mancosos himself."

The funeral of Major Prados was held March 2, 1863, attended by a large concourse of citizens; a great body of firemen, still at that time a volunteer organization of which the deceased had been a member; and delegations from the various Masonic chapters. I am told by one of the older members of the Prados family, that shortly prior to the hour set for the funeral a detachment of Federal troops marched to the residence to forbid anything like a public ceremony. In the parley that ensued the letter of tribute to Major Prados from Federal prisoners of war was shown, and in consequence the soldiers were withdrawn

from the immediate vicinity of the house and stationed a block or two away. The interment was in the St. Louis cemetery.

Some few months back the widow of Major Prados passed away and her body was tenderly placed beside that of her husband, whom she had mourned for over sixty years. And there in that old burial ground within sound of the bells of that church, within whose sanctified walls these two had pledged their troth, the one to the other, in the sun-lit days of their youth, they peacefully slumber.



EDITOR'S CHAIR

By Henry P. Dart.

IN MEMORIAM WILLIAM BEER

The death of William Beer calls for more than a perfunctory expression of sorrow from the Quarterly. His connection here was a source of great joy to him and to his associates. He had taken part in the movement to found this publication and he had been actively identified with the Advisory Editorial Board from the reorganization of that department under the present management. Before that time, for thirty years or more, he had been assiduous in attention to the welfare of the Louisiana Historical Society. The early Publications of that body and almost every volume of the Quarterly carry evidence of his intense interest in our purposes. He had no pride of authorship and was concerned only to discover and to furnish material that deserved preservation or that some other pen could work into shape. When he did write, it was brief, terse without ornament, but always on some interesting topic.

His time was frequently consumed on tasks that exhaust the strength and bring no reward save the satisfaction of duty well done, such as the preparation of bibliographies, of which we have an example in his List of the Writings of Grace King in the Quarterly for July, 1923, pp. 378-9. Another and very difficult labor was the Calendar of Documents, 1679-1769, in the Volume of French Mss. of the Louisiana Historical Society printed in Publications of the Louisiana Historical Society, Vol. IV, 1908. If Mr. Beer had done nothing else in life, this particular accomplishment would entitle him to the gratitude of all students of Louisiana history.

Wherever he went, Mr. Beer was alert to serve his mission, the Library, and to be useful to the Quarterly. Before he began in very recent years to show signs of physical failure, it was his habit to make his annual holiday a treasure hunt and he seldom returned without bringing some trophy for the Library and for these pages. His last contribution of this character was the rare copy of the Report of the Committee of Inquiry on the Military Measures of General Andrew Jackson against the Legislature of Louisiana in December, 1814, reprinted in the Quarterly for April, 1926.

William Beer was born in England and received there the degree entitling him to practice medicine. His bent, however, was to a different field and he sought this eagerly and cultivated it with keen industry and an unusual faculty for knowing the right thing to do. His advancement to the position of Librarian of the Howard Library in New Orleans was an opportunity for the institution and the man. Under his care it became a great repository of reference books. The fame of the Library and of its Librarian reached the uttermost limits. Both were recognized wherever scholars gather and no visit to New Orleans was complete without seeing both.

Mr. Beer had a marvelous and accurate memory, well stored with facts and stories and gossip of Louisiana, her authors, her people and their works and ways. He had apparently met everybody worth meeting in the line of his own endeavor and had stored up something interesting from each contact. He broadcasted his knowledge upon all inquirers; he would spend days hunting down some matter upon which his aid had been sought. To the humble and the mighty, to poor and rich, Mr. Beer was always accessible but all were handled on the common ground of human interest. A man or a woman seeking knowledge needed no other passport. He knew in his broad vision neither sex, religion, politics, power or favor. In brief his mind was a reference book constantly resorted to by all who brought to its door the introduction of genuine interest and serious purpose.

He had a fine scorn of pretense and superficiality, but his diplomatic tongue did not lash the offender. He felt it was enough that he had suffered in meeting such without expending his resentment on the perhaps unconscious intruder. This indeed, was the badge of Mr. Beer's life, to help all comers, to deny none, to open freely, generously, without compensation to the poorest and the most misled, to the scholar or the searcher, the knowledge he had acquired in years of service.

Mr. Beer was so busy, his interests were so manifold, his duties so persistent, he apparently never found time to marry, but he loved people and he was a welcome guest in many houses, at home and abroad. He was a devotee of opera and as he had lived through the period of its grandeur in New Orleans, his associations here added another charm to his volume of reminiscence. He was singularly modest considering the fullness of his experience, and withal he had a simple unassuming manner that

left no room for egotism. To these qualities he added rare common sense in all that concerned his chosen field and a gift of quiet humor increased his charm. On the whole he may be said to have been a man of the world, at home wherever he happened to be and always sure of friendly attention.

The writer recalls many happy hours in his society, "listening in, while William Beer talked." He loved a good listener, particularly toward the end of his life, but he talked only when he believed the listener was like himself, a searcher after truth. One of the last letters from him a few weeks before his death typifies the man. He had taken a keen interest, as he always did, in the labors of his friends and at the end of a trial that had attracted much attention, came his brief and unexpected comment. "I would have been horribly disappointed if the Judge had not taken humanity for guide instead of *common law*." He wrote there what well might be his epitaph, "He loved humanity."

Our last meeting was at his bedside a very short while before his death; his speech came with difficulty, but the spirit of the old worker was still aflame. With his tasks piled up about him and his busy pen in hand, he seemed unconscious the Angel was even then waiting. Had he known it, we doubt, however, he would have met it otherwise. Life to him meant not idleness but labor and it would have been his choice to be on duty and at work, when the Summons came.



RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA
XXXIV.

(January, 1740, to April, 1740.)

By HELOISE H. CRUZAT

Note by the Editor of the Quarterly: The printing of this Index was suspended at the end of 1739 to enable us to supplement it with papers discovered after the printed Index had advanced close to that year. This supplemental index was concluded in the January, 1927, Quarterly, and the principal Index is now resumed at the year 1740. The body of the Index for this year was prepared by Wm. Price, Esq., many years ago and his work has been revised and supplemented by the Editor and Mrs. Cruzat.

Jan. 3. 2 pp. **Bond** furnished by Barthelmy Bimont who owes 530 livres to J. B. Faucon Dumanoir, Agent of the Company of the Indies, which sum he promises to pay in six months from date, and binds his property as security therefor.

Bond furnished for debt due the Company of the Indies.

Jan. 3. 4 pp. **Sale of Slaves and Land.** Property of Laurent Boissiere and his wife seized for debt to the Company of the Indies. A couple of negroes and their two children sold to Francois Jahan for 3330 livres. Item: Seized a piece of land awarded to same Jahan for 530 livres cash. Proceeds in each case credited to Boissiere's account with the Company of the Indies.

Suit by Company of the Indies to recover debt due by Laurent Boissiere and sale of defendant's property to pay same.

Jan. 3. 2 pp. **Bond** by Francois Jahan, employee of the Company of the Indies, who owes its Agent, J. B. Faucon Dumanoir, the sum of 3315 livres, which he promises to pay in one year from date. Mortgage security and personal security offered by Mr. Pery. Negroes were seized against Mr. and Mrs. Boissiere, debtors to the Company.

Bond furnished for above purchase price.

Jan. 5. 1 p. **Lease** by Barthelmy Bimont and wife. A house and other buildings on same site to Gerard Pery for term of three years, at 800 livres yearly.

Lease of house in New Orleans for three years.

October 1, 1740. Bimont and his wife receive from Mr. Pery the sum of 2900 livres for

rent of house and cellar. Possession to be retained until end of December, 1743.

Jan. 5.
1 p.

A debtor tenders
silver francs in
payment tho'
short in weight.

Deposit of silver francs as a tender. Pierre Ferrand, acting for Estienne Louis, alias Champagne, states that Champagne bought a seine from Mr. Piemont for 150 francs in silver which Mr. Piemont declines to receive because some of the Spanish coins tendered weigh less than their present counterparts, though still accepted in trade. Ferrand therefore deposits the money with Recorder Henry.

January 8, 1740. Mr. Bancio Piemont receipts for given sum of 150 francs.

Note: The franc and livre had the same value of 20 cents U. S. money. Franc is not often used in these documents. The livre was the current money.

Jan. 5.
2 pp.

Frenaussa vs. Louis Riege. (Document illegible.)

Citation issued and signed by Salmon. Notice of citation served on Louis Riege by Sheriff Lenormand on January 7.

Jan. 9.
5½ pp.

Succession of
Delatre, deceased
first husband of
Francoise Lioteau
also deceased.
Action to recover
property from
second husband.

Petition to Council by Procureur of Vacant Estates, for citation of Sr. Lioteau to answer demand here made and to remit to petitioner titles to land which were in hands of his deceased wife. Notice of citation served on Sr. Lioteau by Sheriff Lenormand.

Certificate from Church Registry by Father Pierre, Capuchin, of the death of Catherine Laurendiere, wife of Pierre Coudret, and testimony that said Madame Coudret died about four hours later than Isabelle Delatre.

Inventory of goods of deceased Delatre, husband of Francoise Lioteau, with this document.

Decision.

February 6. Decision of Council. Procureur D'Auseville vs. François Lioteau, husband of late Madame Elizabeth Delatre. Conjugal goods movable to stay with François Lioteau. Real property to be sold at auction; proceeds to be divided between Lioteau and heirs of Madame Delatre. Communicated to Procureur d'Auseville.

2 pp.

Notice of auction
sale of Lioteau.

Note of Sale. On petition of D'Auseville, the lot and appurtenances in this town, between properties of François Lioteau and one Martin will be called for sale February 14th, 21st and

28th. Final proceedings to occur on March 5, 1740.

Jan. 9.
3 pp.

Sale of cattle in
the woods.

Sale of Cattle. Sixty-one head belonging to Cous-tilhas estate. Buyer must go after them at his own cost. Award to Sr. Gautreau for 2600 livres.

Jan. 9.
3 pp.

Decisions by
Superior Council.

Decisions in Sundry Suits:

1. Piemont vs. Aufrere. Defendant to pay net accounts due.
2. Piemont vs. Charles Lemoyne. For P.
3. Marsilly vs. Ignace Trepagnier. Further process.
4. Dame Broutin vs. La Pierre. Madame B. shall first show how La. P. killed the horse in question.
5. Kernion vs. Michel Bo. B. to pay claim in corn.
6. Joseph Chaperon; deed of gift confirmed for execution. Reference to marriage contract dated May, 1727.

Jan. 11.
1 p.

For permission to
sell real property
in New Orleans.

Petition to Sell a Lot. Francois Fauchaux asks leave to sell a lot belonging to him in New Orleans. Approved under due forms: Salmon. February 1, 1740. Sheriff Lenormand reports he has advertised the matter three times, nobody opposing.

Jan. 16.
1 p.

To furnish tar
and pitch on the
levee at New
Orleans.

Contract in Tar and Pitch. Bertrand Jaffre, alias La Liberté, engages to furnish Mr. Perry his whole output of tar and pitch. Tar at 10 livres a quarter in cask; pitch at 12 livres a quarter in cask weighing 200 lbs. Goods to be delivered on levee at New Orleans in Mr. Perry's shed or on board vessel, if one be there. All this in course of March next.

Jan. 16. 1 p.

Prosecution for
assault at
Natchez.

Court Summons. Sheriff Lenormand serves notice on Beaupré, a soldier, to plead at 8 A. M. in answer to charge of assault on the soldier Colombier of Natchez garrison.

Jan. 20.
1½ pp.

Action for debt.

Suit for Recovery of Debt. Sr. Trenaunay vs. Calimache. January 20, 1740. Citation issued by Salmon and notice served on Sr. Calimache by Sheriff Martin Lenormand.

- Jan. 22. 2 pp. Petition for Confirmation of Will.** Guillaume Fauche, having been named as executor for late Jean Detharade, alias La Rigueur, an Illinois settler, who died near Natchez while en route for New Orleans, asks Council to receive the will, and Judge Salmon appoints Councillor Bobe Descloseaux to take charge of case.
- Succession of Jean Detharade, alias La Rigusur, of Illinois who died at Natchez en route to New Orleans.**
- Will of decedent made en route at Natchez.**
- Jan. 22. 4 pp.**
- Inventory of said succession.**
- Jan. 22. 1 p.**
- Payment of decedents employees.**
- Jan. 22.**
- Sale of effects of estate.**
- Bond for legacy.**
- Jan. 25. 2 pp.**
- Superior Council appoints a tutor to a minor without first consulting a family meeting.**
- January 22. Will probated.** In response to petition of Guillaume Faucheux, named as executor for the late Jean Detherade, alias La Rigueur, made by deceased in vicinity of Natchez, Council orders preliminary inventory, and admits the will to probate.
- Signed : Salmon, La. Freniere, Fazende, Cou-
turier.
- Inventory of goods and papers of the late Jean Detharade, alias La Rigueur.** Proceedings conducted by J. B. Bobe Descloseaux, at the house of Fauche. Goods include beaver skins, a negro slave bequeathed to the Jesuit Fathers and a savagess of the Fox nation to the Ursuline nuns.
- Receipt for wages to Claude La France, Francois Roy and Jean Baptiste Bourgeois, hired by the late La Rigueur, receipts to his executor Guillaume Faucheux (elsewhere Fauche), for wage accounts; respectively 200, 200 and 35 livres.**
- Inventory and Sale of Property.** First part duplicate preceding record : Second part, January 26, 1740, describes auction of 345 beaver skins, awarded to Mr. Gerard Perry at 46 sols per lb., making total proceeds (on 487 lbs.), 1120 livres, 2 sols.
- Auction conducted by Jean Baptiste Claude Bobe Descloseaux.**
- Henry, Clerk of Council, binds himself to pay Jesuit Fathers the sum of 1000 livres bequeathed to them by La Riguer, thus discharging the executor. (See February 8.)**
- To Appoint Tutor.** Procureur General Fleuriau reviews the case of Couparts' minor daughter, now being educated in Convent. Her original tutor, Thomelin, resigned by reason of advanced age, and her subsequent tutor, Jean Baptiste Leonard, wishes to relinquish his office. Le Quintrec, alias Dupont, is willing to succeed him, and Mr. Fleuriau recommends

his election by Council directly. So ordered with due provisos.

Signed: Salmon, La Freniere, Fazende, Raguet, Couturier.

Jan. 25.

½ p.

Order to owners to construct levee.

Order to Srs. De Bellile and his associate, Pasquier, to build levee immediately following petition of Madam de St. Aignet.

Signed: Salmon.

Jan. 25.

1 p.

Consent of heirs of decedent to allowance out of his estate, to support natural son.

Petition by heirs of Francois Allevin, who died at Mobile, to be allowed the sum of 300 livres on his estate, to enable his minor son to learn a trade.

Procuration granted before Notaries of Corbeille by brothers and sisters of deceased Allevin to enable said sum of 300 livres to be given to Allevin's natural son to enable him to learn a trade.

Court Order. Minor's allowance. Directing Attorney of Vacant Estates to remit the sum of 300 livres to Mr. Le Breton for investment in behalf of Allevin minor. Principal to be turned over to him when of legal age.

Jan. 26.

Certificate by C. La France that brandy was put aboard Liberge's pirogue bound for Illinois.

Jan. 27.

2 pp.

Proceedings to establish death of man reported slain by Indians.

To Establish Obituary Datum. Procureur General Fleuriau apprises the Council that the family of one Gabriel Hyerosme Bosquet de Soissons would like to ascertain what has become of G. H. B. Word from Pointe Coupee has it that he died at Yazoo Post, which was entirely destroyed by Natchez Indians in 1729. Parish Priest (of S. J.) was killed and the great King's edict of 1667, requiring death certificate based on parish records falls aside the mark where the last vestiges of officialdom are swept away. But in unforeseen cases the Court may act; hence let those persons be cited who can testify to the purpose.

Jan. 27.

Testimony to prove death of Bosquet. In regard to said Gabriel Hyerosme Bosquet. One woman escaped and she alone would have direct knowledge of the fate of G. H. B. Item, let the statement of R. P. D'Outreleau, S. J., Superior, suffice to prove the inexpediency of

consulting parish records where none exist. Be it done as required. Salmon.

February 4. Madame Jeanne Pezé, widow of Jean Blondin and now wife of Nicolas Duret, alias Belhumeur, was acquainted with Gabriel Gerome Bosquet and knows that he perished in the Yazoo massacre. Madam alone escaped save another woman, since deceased at New Orleans.

Nicolas Picart, archer of Marine, attests to same as regards Bosquet and adds that he died a bachelor and childless. A soldier, Bory, was the only one of the garrison to escape.

Jan. 28.

2 pp.

Procuration from husband to wife.

Power of Attorney. Charles de Morand, being about to start for Pointe Coupee, empowers his wife, Dame Catherine Hays, to represent him in his absence.

Jan. 28.

Report on Piracy.

Pilot Labrousse of the ship *Le Comte de Maurepas*, 250 tons, belonging to Mr. Jung of Bordeaux, gives a still more graphic account of the ownership of said ship by an English pirate captain from Jamaica. They were forcibly routed from that Island but stormy weather diverted them towards Isle of Pines. Finally the French ship with part of her crew were bidden to continue their course to Louisiana.

Jan. 28.

2 pp.

Sale of slave.

Sale of Slave. Jean Labro and his wife, Dame Marguerite Dardenne, sell the negro boy, Scipion, aged about 12 years, to Nicolas Godefroy Barbin, Royal storekeeper at the Balize, for 1000 livres, 300 livres of which were paid cash.

June 18, 1740. Jean Labro receipts to Barbin for remaining 700 livres.

Jan. 28.

Memo from Rasteau and Sons concerning several matters.

Memo. without signature concerning affairs of late Dupare with Rasteau and sons. When certificate reaches him, will do his best to obtain payment.

February 9, 1740. Nothing was saved from the *Atlas* . . . he is still awaiting letters which might be found "in trunks of late Mr. Kerloret when seals are raised and has written thereon to the intendant at Brest."

September 19, 1740. Nothing to be done with certificate of Mr. Gendreriche approved by Mr. de la Pommeray and Mr. de Salmon on Dupare receipt . . . effort to compel Mr. Vollant to reimburse sum due . . . otherwise obtain bills of exchange on General Treasurers of the Marine or that Mr. Salmon send statements of revenues. (Evidently an unfinished letter of instructions.) It covers two pages in good script, but badly water stained.

Jan. 29.
4 pp.

Suit for moneys
due a decedent.

Petition to Superior Council by the Procureur of Vacant Estates for citation of Sr. Calimache, for payment of 3000 livres due to deceased Herpin. Citation by Salmon and notice on Sr. Calimache by Lenormand.

Jan. 29. 2 pp.
Procuration from
France to collect
monies from the
attorney of
vacant estates
administering
Succession of
Ferchaud.

Procuration to Mr. Gerard Pery from Bordeaux by Demoiselle Marie Peyraud, widow of late Jean Ferchaud, his creditor, and guardian of eight of their children; also from Jean Francois Pallis, creditor merchant, for collecting any and all avails from Attorney D'Auseville. Filed at New Orleans, May 19, 1740.

Jan. 30. 2 pp.

Contract of
man and wife
for service in fur
trade at the
village of the
Atacapas.

Contract of Service. Iherosme Dupont and his wife, Marie Elizabeth, agree to serve Joseph Blanpin, partner of Joseph Jean Dupont, alias Le Kintrek, in the village of the Atacapas and elsewhere in fur trade circles for the "space" of six years from date, at 200 livres for both, man and wife. Accessory provisos.

Feb. 1.

Protest of
creditors against
administration
of Harang
estate before
providing for this
debt.

Francoise Trepagnier, wife of Sr. Macarty Mac-tigue, Captain of Infantry, creditor by note of the late Sr. Harang for 150 livres, protests in the Registry against division of his estate until payment of this debt. Sr. D'Auseville, Procureur for Vacant Estates, is notified of this at his domicile by Sheriff Lenormand.

September 4, 1739. Copy of this protest certified by Sr. Henry, Clerk of Council.

Feb. 3. 2 pp.

Sale of real
property in New
Orleans.

Sale of Real Estate. Francis Faucheux conveys to Simon Pellin, a German, a site 466 Bourbon Street, with cabin of stakes and bark roof and mudwork chimney, for 480 livres.

Feb. 4.
2 pp.

Report on
runaway slave.

Capraise Mathieu files in the Registry a report that he went to ask questions of his negress hired to Sr. Gauvain, and it is said she has left for parts unknown. If recovered he prays that she be chastised consistently with the nature of the case, irrespectively of Mr. Mathieu's other grievances against said slave.

Feb. 5. 1 p.

A creditor from
Pointe Coupee
advises the
Council of his
presence in New
Orleans for the
purpose of
collecting his
debt from local
resident and
claims his
travelling
expenses.

Claude Trenaunay Chanfret, settler at Pointe Coupée, reports he has come to town to pursue his debtors, Louis Riché and Jean Raballé. This being his only business in New Orleans, he protests that his traveling expenses should be paid by said Riché and Raballé and declares he will stay until such payment.

Feb. 6. 2 pp.

Judgments
rendered by
Council.

1. Trenaunay vs. Roche. For Trenaunay; 3888 livres.
2. Trenaunay vs. Jean Roche. For T., 3826 livres.
3. Trenaunay vs. Calimache. For T.
4. Marsilly vs. Ignace Trepagnier. Still pending.
5. Marsilly vs. Ignace Trepagnier. Adjourned.
6. Marsilly vs. Ignace Trepagnier. Adjourned.
7. D'Auseville vs. Calimache estate. Still pending.
8. D'Auseville vs. Calimache estate. Defendant to keep movables.
9. Macarty vs. D'Auseville. Parties to fall in line with creditors.

Feb. 7.
4 pp.

Acknowledgment
of debt and
receipt for pay-
ment therefor.

Charles de Morant and his wife, Dame Catherine Hays (signed Haiys), acknowledge debt to J. B. Bancio Piemont, acting also for Sieur Bourguine, shipowner at La Rochelle, the sum of 28,395 francs for stated advances in tobacco, with mortgage security.

February 13, 1744. Mr. Piemont receipts in full discharge of debt, partly in tobacco, partly in cash.

- Feb. 8.
8 pp.
Succession of Fauquier.
- Inventory** of personal and real property, slaves, papers, assets and liabilities of late Faquier, husband of the widow of François Grace.
February 15, 1740. Attorney D'Auseville opposes delivery of sale proceeds to the Widow Grace (Faquier) 'till he be paid the sum of 1738½ francs for cause duly stated.
- Feb. 8.
1 p.
Payment of legacy to Jesuit Fathers.
See Jan. 22.
- Receipt of Bequests.** R. P. D'Outreleau, S. J., Superior of the Jesuit Missionaries in this Colony, receipts to Guillaume Fauche, executor for late Jean Detharde, alias La Rigueur, for the sum of 1000 francs and a negro man named Jupiter; bequests to the Jesuit Fathers.
- Feb. 9.
(14293)
(2794)
1 p.
Answer of Louis Riché to suit of Trenaunay.
- Declaration in Registry** by Sieur Louis Riché that on Sr. Trenaunay's petition he has been cited to pay a sum which he has already paid to said Trenaunay in notes signed by Sieur Ras-teau. He requests that above declaration be certified and affirms that he does not know how to write nor sign.
Signature of Henry, Clerk. (See February 5, on this subject.)
- Feb. 10.
3 pp.
Acknowledgment of debt to Company of Indies.
- Antoine Roux**, alias La Fleur, and his wife, Anne Marie, German by nation (of whom the name cannot be written in language French), acknowledging that they owe fairly and legitimately to the Company, the estate of late Sieur Yset. Item, same parties owe on their own account 1100 livres for slaves and advances. Total obligation 3474 livres, payable in two equal installments, February 10, 1741, and February 10, 1742. Discount of 50% if paid on time. Mortgage security.
- Feb. 15.
1 p.
Account of Procureur of Vacant Estates.
- Procureur D'Auseville** submits a statement of his accounts with late Sieur Grace and late Sieur Faquer. Total debit to M. D'Auseville, 1738½ livres. He files opposition and will sign the same this afternoon to the extent of said amount.
- Feb. 15.
2½ pp.
Suit for house rent.
- Joseph Meunier** claims 282 livres from Ferchaud estate, balance due for house rent.

Feb. 18.
2 pp.

Report on
marine dispute,
La Balise.

Francois Le Normant Duplessis certifies to some particulars of a contention between Commander Taillefer at La Balise and M. Barbin of New Orleans, concerning a cable borrowed by Le Normant as pilot of a Spanish vessel. M. Barbin complained of supposed laxity of Taillefer; whereas it was a gunner and not Taillefer who supplied the cable. Said gunner was accredited to Barbin. Filed at New Orleans May 2, 1740. Blurred.

Feb. 24.
5 pp.

Will of Jaffre,
alias La Liberté.

Leaves 300 livres to Capuchin Fathers and 500 livres to the poor of the Hospital, various provisos for emancipating Jeanneton and her little daughter; they being partly owned by Madam Jaffre. Other provisions for his family; Gerard Pery named executor.

Feb. 25. 1 p.

Contract to hire
for service in a
dugout.

Abraham, a Swiss, engages to attend Louis Turpin (written Tarpin), settler in Illinois, on a trip thither by dugout and has received 230 livres in advance for full hire, save keep.

Feb. 26.
(14316)
(2801)
5 pp.

Marriage contract
Louis Riché and
Marie Catherine
Frederic
(Dufritac).

The Parties are Louis Riché, a resident of Pointe Coupée, son of Clement Riché and . . . , both deceased. He states he was so young at the time of his mother's decease that he does not remember her family name, but he knows that he is a native of Lorraine, Bishopric of Metz; Marie Catherine Frederic (Dufritac), minor daughter of Sr. Frederic Dufritac, surgeon at the German Coast, and Marie Catherine, also deceased, a native of Carlestin, Village and Parish of Des Allemands, Bishopric of Quebec. Rev. Father d'Outreleau, Superior of the Jesuits and Director of the Ursulines, stipulates for the bride, who is a boarder of the Ursulines.

Signed: Marie Catherine Frederic, Piquery, Jahan, Robert Avare, (witness); Roumier, Henry, Notary.

Feb. 26. 1 p.

Receipt for pay-
ment of debt due
Company of
Indies.

J. B. Faucon Dumanoire, Agent of the Company of the Indies, discharges Attorney D'Auseville of 486 livres on account of Company's claim against late Claude Chardon. Checked by Raguet April 2, 1740. Stained.

- Feb. 27.
3 pp.
Emancipation
of a minor.
- Pierre Daniel** petitions for emancipation from the disabilities of a minor. The Judge orders a family meeting to consider the same. Among these were an unusual number from other parts of the Colony, namely, Louis Turpin, Jean Hanry, alias La Rose; F. Grevenber, alias Flamand, of Arkanssas; Illinois Traveler Francois Reys, Phillippe Chauvin, settler in Illinois, and another Illinois settler, Joseph Philippeaux. They endorse the emancipation upon condition that none of the minor's property may be sold, pledged or alienated short of Pierre Daniel's actual majority. This advice is homologated by the Council and the petitioner emancipated accordingly.
- Feb. 27.
1 p.
Report of death
of infant slave.
- Francois Larche Grandpre** and his wife, Julienne La Brosse, file notice of the death from "worms" of a two-year-old mulatto child of the negress Marianne, belonging to the estate of Joseph Larche, brother to Francois.
- Feb. 28.
2 pp.
Power of attorney
in blank.
- Louis Durez or Duret**, son of late Joseph Duret and Jeanne Emerit of Xaintes, to (blank) for settling his maternal estate, wherein he is joint heir with his brother, Joseph, and sister, Catherine.
- Feb. 29.
2 pp.
Acknowledgment
of debt.
- Louis Turpin** acknowledges debt to J. B. Banco Piemont, the sum of 4000 livres, value received in merchandise and beverages, from Piemont's warehouse, for Louis Turpin's Illinois trade. Payable in June, 1741. If Louis Turpin brings peltries to town, J. B. Banco Piemont shall have option thereon. Mortgage security offered by Louis Turpin. June 7, 1740, Mr. Piemont acknowledges payment on account of this debt an Illinois draft for 1938 $\frac{3}{4}$ livres, tendered by R. P. D'Outreleau (S. J.). Receipt portion faded.
- Mar. 1.
4 pp.
Release of liability under a
marriage contract.
- The Heirs of Trepagnier** agree with Joseph Carriere, their brother-in-law, that the dowry of 6000 livres stipulated in their sister's marriage contract was not actually received by him and by mutual consent he is released therefrom.

Mar. 1.
(13560)
1½ pp.

To obtain an
accounting of the
Harang estate
from the Pro-
cureur of
Vacant Estates.

Petition by Sr. Villars Du Breuil to Sr. Salmon, to order Sr. D'Auseville, Procureur of Vacant Estates, to turn over to him all papers concerning estate of Sr. Harang, to enable him to make a statement of same.

Signed: Du Breuil.

March 1. Citation of Sr. D'Auseville as Attorney of Vacant Estates and order that he turn over all receipts in this case to Sr. Du-breuil.

Signed: Salmon.

Mar. 1.
(No. number)
1 p.

An Irishman
seeks recovery of
a debt from the
estate of a
deceased
Englishman.

Petition to Superior Council by one Thgoen, an Irishman, complaining that an Englishman, Gems by name, hired to deceased Sr. Liberge, owes him 80 livres for a gun, a hat and three shirts petitioner sold him, which he can prove by various witnesses. Said Gems was killed with Sr. Liberge and besides this debt Sr. Liberge has promised to pay him on his arrival in Illinois the sum of 150 livres, and he prays that the Procureur of Vacant Estates be ordered to pay these debts from returns of Liberge estate. (Corner of this document torn off.)

Mar. 2.

Succession of
Guillaume Cloche
Chevalier
de St. Aignet

Statement by
Editor Louisiana
Historical
Quarterly.

This is the Succession of a Lieutenant in the Colonial Army who died at Fort Assumption, January 27, 1740. He was the second husband of Laurence LeBlanc, widow by first marriage of Joseph Chauvin Delery, by whom she had three children. Her marriage with St. Aignet was in 1738 and she bore him one child. The record contains 28 documents covering some 63 pages of manuscript. It deserves careful study as it reflects the social and economic conditions of that period. We hope at some time to print a part of these papers.

Mar. 2.
(14352)

Succession of
de St. Aignet,
continued.

Petition for
inventory.

Petition to Mr. de Salmon, (Ordonnateur), by Fleuriau, Procureur General, who states that he has just been informed by boats coming from the army, of the death of Sr. Guillaume Cloche de St. Aignet, Lieutenant of the Marine, on the 27th of January last, at Fort Assumption. Sieur de Noyan, Major General of the army has had an inventory taken of the effects he left in camp, but as he leaves a widow and a little daughter of two or three

years, a plantation and creditors, it is proper to take an inventory of his goods, movables and immovables and to effect sale of same and also to elect a tutor to his minor child and a special tutor to the three minor children of his widow, issue of her marriage to Sr. Chauvin Delery, her first husband, to settle the respective rights of the minors of both marriages, therefore he prays that inventory be taken. This is granted by Salmon, and Bobé Descloseaux is appointed Judge in the case.

(14353)

Inventory of
the estate.

March 3, 1740. Inventory of estate of Sr. Guillaume Cloche de St. Aignet, and seals affixed thereto by Sr. Jean Baptiste Bobé Descloseaux, Comptroller of the Marine, on plantation of said deceased Sr. de St. Aignet, two leagues from New Orleans, in the presence of Sr. Francois Simart de Belisle, the Procureur General, Srs. Jacques Hubert Belair and of Claude Leloere Jousset, special tutor of said minors and of the Clerk and Crier of the Superior Council.

The inventory covers 10 pages, including furniture, wearing apparel, silverware, crockery, household linen, kitchen ware, negro slaves, tools, cattle, land and buildings, titles and papers and enumeration of debts. All these goods proceed from the first as well as the second community. This document is a copy and reports the signatures of Leblanc de St. Aignet, Lenormand, Fleuriau, Fazende, Jousset la loire and Bobé Descloseaux.

Document in beautiful script. The original writing is also in the file.

(14398)

Inventory of the
effects of the
deceased officer
taken at the Fort
where he died.

January 27, 1740. Inventory of effects and wearing apparel of deceased Chevalier de St. Aignet, Lieutenant of a detached Company of Marine, made at Fort Assumption in the presence of the following officers: De Gauvrit, Volant, Le Chvr. D'Orgon, De Sadounillier De Billaud, Noyan and Grondel.

Mar. 3.

(14348)

3 pp.

Family meeting.

Family meeting for election of tutor to minor children of deceased Chauvin Delery and of the late St. Aignet, following petition of his widow, Dame Laurence LeBlanc.

Report to Intendant Salmon of election of Sr. Belair as special tutor ("tuteur subrogée") to minor heirs of Sr. Jos. Chauvin Delery and

of Sr. Jousset la Loere as special tutor ("tuteur subrogee") to minor heir of St. Aignet.

Salmon orders that on their acceptance the said proceedings be homologated.

Signed by Jousset Laloir, Fazende, Fleuriau, Le Bretton, Lafreniere, Chauvin, Bellair, Leblanc de St. Aignet, and Salmon.

Document in good condition.

(14381)
April 11, 1740
1 p.

Petition of the widow for authority to sell sick slave.

Petition to Mr. Salmon by Widow de St. Aignet, for permit to sell a sick slave, in order to avoid expense of a useless burden and to remit the whole or a part of what the slave brings to the Company of the Indies.

Signed: Leblanc de St. Aignet.

Permit to sell said slave signed by Salmon.

Document stained.

(14347)

Renunciation of Community by the widow.

April 16, 1740. Renunciation to community rights by Dame Laurence le Blanc, widow of late St. de St. Aignet, as enumerated in her contract of marriage on date of May 3, 1738. Signed: Leblanc de St. Aignet. Certified by Henry, Clerk of Council.

(14397)
1 p.

Petition to sell decedents wearing apparel brought from the camp.

April 16, 1740. Petition to Mr. Salmon by Dame Laurence Leblanc, widow of late Sr. de St. Aignet, for sale of his wearing apparel, inventory of which was made before Mr. de Noyan, in camp, before the inventory taken here by Sr. Bobé Descloseaux; said sale in order to pay his creditors, her own rights to be considered. There were also some household objects, blankets, etc., which were her property, from first community, as every one knows that St. Aignet had sold all his furniture and blankets before leaving for France. She also prays that some of his clothes may be turned over to her on payment of one-fifth of their value, and that returns of this sale remain with Clerk of Council until decision between Widow and creditors. Signed: Leblanc de St. Aignet.

Sale permitted on observance of required formalities. Signed: Salmon.

Document in good condition.

(14385)
Creditor protests against division of estate unless he is first paid.

Protest by Sr. Bancio Piemont against sale or division of de St. Aignet's estate until payment of 3900 livres due Sr. Joseph Laurent Paquier of La Rochelle, for whom he is acting by procuration. Signed: J. Bancio Piemont.

(14387)
April 20.

The widow claims
some of the
foregoing effects.

Claim of Widow St. Aignet of various effects sent from camp where they were inventoried, notwithstanding her renunciation of her husband's succession, under plea that they belonged to community existing between herself and her first husband, Sr. Joseph Chauvin Delery, and likewise many effects on her plantation as shown by inventory of March 3rd, 1740. She prays that same may be deposited with Clerk of Registry until their distribution to whom they belong.

(14388)

(14388)

Sale of personal
effects.

Sr. Bobé Descloseaux, accompanied by witnesses, views said objects and after publications as required, they were sold at auction to the highest bidder. Sale covers six pages and is signed by Fleuriau, Bobé Descloseaux, Henry, Clerk, and Leblanc de St. Aignet.

(14370)

Petition for sale
of plantation.

Petition to Superior Council by Dame Laurence Leblanc, widow of deceased Sr. de St. Aignet, for sale of plantation of 22 arpents, facing the river on its right bank, which was purchased for the sum of 7000 livres, payable in three terms. She became security for said St. Aignet, hypothecating all her goods.

(14364)

Notice of sale.

October 2, 1740. Notice to public of sale of plantation measuring 22 arpents frontage on river, following petition of Widow de St. Aignet; sale and adjudication to take place on October 15th, present year. Signed: Lenormand.

(14365)

Second notice
of sale.

October 16, 1740. Notice of repetition of sale of the St. Aignet plantation on 29th of present month. This plantation adjoined Sr. Couturier on one side and Sr. Rasteau on the other. Signed: Lenormand.

(14382)
No. 444.

Third notice.

October 17, 1740. Third notice of sale of plantation of late St. Aignet, to highest and last bidder on November 13th. Signed: Lenormand.

(14373)
1 p.

Protest of
creditors.

November 2, 1740. Protest against sale and division of returns of St. Aignet plantation, by Sr. Claude Villars Du Breuil, Sr., acting under procuration of Sr. Bizoton (who declares that he has been only partly paid for said plantation which he sold to St. Aignet), until payment of what is still due him.

(14374)

Documents
attached to
foregoing protest.

May 10, 1738. Petition to Mr. Salmon by Nicolas Henry, Clerk of Superior Council, to allow sale of two plantations which Mr. Bizoton acquired from late Mr. Ste. Therese de Langloiserie and from Renne, on price of which he has agreed with Sr. de St. Aignet.

(14375)

May 10, 1738. Permit to sell after compliance with required formalities. Signed: Salmon.

(14366)

2½ pp.

Another document
reciting the
widow's advances
as surety of her
husband on the
purchase price of
the plantation
and asking that it
be sold for not
less than these
advances.

Petition of widow reciting that late St. Aignet executed a contract for a plantation of 22 arpents front on May 2, 1738; having no property in this Colony, his wife, Laurence Leblanc, widow of deceased Joseph Chauvin de Lery, became surety for payment of same; May 19, 1740, said Laurence Leblanc, Dame de St. Aignet, paid to Sr. Bizoton the sum of 5000 livres plus the sum of 2000 livres which she borrowed from Sr. Rasteau and she still owes Sr. Bizoton 2000 livres on this plantation which she has worked and which she has improved. She requests permit to sell at auction but sale must cover said payments made and sums expended by her on improvements up to October 28, 1740.

(14366)
continued.

Sale of same to
the widow.

Sr. Bizoton, through Sr. Henry, opposed the sale until full payment of residue of his debt. After repeated formalities it was ordered on November 12 to be sold and it was on November 19 adjudicated to the widow for 6000 livres cash on condition that she pay to Bizoton or to Henry, holding his procuration, the sum of 1000 livres in coin or by note, said widow renouncing succession of deceased St. Aignet as being more onerous than profitable.

Document badly charred, in some parts going to pieces.

Mar. 2.
1 p.

Memorandum of
property of
Larche Grandpre.

Memorandum of Property, list of goods, movable and immovable, which Louis Turpin is empowered to sell for Larche Grandpré. Miscellany includes house and premises, furniture, tar, rope and cow and her increase and some articles in a valise.

Mar. 2.
3 pp.

Procuration to
sell the above.

Power of Attorney. Francois Larcheveque Grandpré, to Louis Turpin of Illinois, for selling some movable and real estate which former acquired from late Dame de Coulange and for

other business in Illinois, joined in by Madame Julienne La Brosse, his wife.

Mar. 3.

1 p.

Statement of
destruction of
Yazoo Post.

Rev. P. D'Outreleau, S. J., certifies to the total destruction of the French post of the Yazous towards the close of year 1729. Only one woman escaped. Church and records were burned.

Mar. 5.

Sale of lot and
shanty thereon.

Sale of Real Estate. Property of late Elizabeth Delatre, wife of Francois Liautot. Site and sorry shanty lapsing into ruin. Awarded to said F. L., highest bidder, at 115 livres.

Mar. 5.

6 pp.

Decisions of
Council in
sundry suits.

1. Joseph Lassus de Marsilly vs. Joseph Carriere. Trepagnier heirs to be called to formulate their claims at next audience.
2. Ditto vs. Ignace Trepagnier. Defendant in default. Ruling of February 6 shall be carried out.
3. Ditto vs. Ditto. Likewise for plaintiff.
4. Trenaunnay vs. Riché. For plaintiff.
5. Marsilly vs. D'Auseville, attorney for estate of Hubert Hareng. Order of creditors to be observed.
6. La Bar vs. Ferchaud Estate. For La Bar.
7. Dalby vs. Coustillas-Pery. Rent suit and slave dues at issue. Elaborate provisos in settlement. Costs divided.
8. Pery vs. Amelot Estate. For Pery. Costs on estate.
9. Pery vs. Coustillas. Allowance to be made for Pery's 75% interest in business. Costs divided.
10. Coustillas Estate vs. Pery. Estate to be let out as here prescribed.
11. DuBreuil, for Bizoton, vs. Ferchaud Estate. Follow order of creditors.
12. Pery vs. Coquillo & Ferchaud Estate. C. to pay note to Pery, but Coquillo may fall in line with creditors of said estate.
13. Carithon vs. Jaitian. Carithon to recover from Aufrere.
14. Meunier vs. Ferchaud Estate. For Meunier (rent) claim.
15. Meunier vs. Carithon. For Meunier (wood claim).
16. Widow Faquier deed of gift confirmed.

- Mar. 5.** **Abstract of decision is quoted,** which ordered
1 p. the division of real estate left by Madame Lioteau. This gives widower, Lioteau, 571½ livres, half of sale proceeds, 115 livres. Subjoined list of Court costs, amounting to 51 livres. Further portion is torn.
- Division between
Lioteau and wife's
heirs.
- Mar. 6.** **Francois Jatian** has hired from Larche Grandpré
1 p. two negro slaves for one month, to date from
Hire of slaves. March 7, at 66 livres.
Note: The name is Jahan.—H. H. C.
- Mar. 6.** **Thierry Oudre** arriving from the West Indies by
1 p. ship St. Jacques, agrees to serve St. Pierre Fafard de Boisjoly, settler in Illinois, in the function of sailor, on a trip to that region. Cash wages, 200 livres; 36 paid cash; residue 164 livres payable at end of journey.
- Agreement to
serve as sailor.
- Mar. 8.** **Charles Brossilon**, alias Taurangou, owes the sum
3 pp. of 49 livres to Dame Catherine Chevalier for merchandise, payable to Marie Jeanne Lambert or her mother, by transfer of debt, in January, 1741. Mortgage security. Inside page, same date of March 8, 1740. J. B. Bory, Illinois traveler, owes 100 livres to Dame Catherine Chevalier for mortgage security. Dame C. is Widow Faquier.
- Acknowledgment
of debt.
- Mar. 8.** **He is expecting a package** by next ship from
2 pp. France and would have the same sold as profitably as possible. He mentions his debts and credits; his residue means are to be applied for the repose of his soul. He names the Chevalier de Noyan as executor of his interests in this Colony.
- Dictated will of
Barthelemy
Fanton alias St.
Pierre, Infantry
officer in detachment of Marine
troops.
- Mar. 10.** **Mr. Gerard Pery** files notice that he has formed
1 p. a partnership with Mr. Antoine Chapelet, owner of the vessel Les Deux Amys, for trade in the Spanish Colonies, as at Pensacola, Havana, Vera Cruz.
- Partnership
recorded.
- Mar. 10.** **Joseph Dutertre** files a report which was drawn
1 p. up at Au Mans, France, of the property division in the case of his deceased parents' joint possessions. This report was confirmed on May 30, 1738. It begins on the inside page of the present memorandum.
- Deposit of
record.

Mar. 10.
2 pp.

Power of Attorney. Joseph Dutertre, cadet in marine detachment, to (name left blank), for drawing J. D.'s lot at the final division of property in question.

(Another procuration dated March 16.)

Mar. 11.
3 pp.

Sale of slaves.

Dame Marie Chevalier, widow of late Joseph Faquie and previously widow of Francois Grace, has sold to Mr. Louis Le Breton four negroes and two negresses with five children (names detailed). Terms, 7784 livres; 3000 paid cash; 2500 to be paid by drafts and 2284 livres shall be paid by Mr. Le B. to Company in discharge of Madame's debt to the same.

June 9, 1740. Madame receipts for 2500 livres.

Sale of Slaves. Duplicating (in much better script) the matter of the preceding document, less appended receipt for 2500 livres.

Mar. 12. 3 pp. **Letter to Mr. Salmon** by Mr. Lemoine, dated Letter to Salmon. from Mobile. Partly effaced.

Mar. 12.
2 pp.
(14605)

Petition to sell
slave.

Lavergne shows that one Philippe Somme has a negro owing to the Company but would like to transfer the negro to Lavergne with the proviso that latter pay the Company. He is willing to do so at price contracted by Somme one year from date.

Sale allowed.

Referred to Company's agent who consents on condition of security to Company, and Salmon approves.

March 13.
1 p.

A negro swapped
for two cows and
two calves.

Philippe Sonne (he signs in German script, Philigg Zunn, as though the name were Zunn), conveys to Jean La Vergne a negro named Facon, in consideration for two cows and two calves; and the purchaser also assumes P. Z.'s debt for this negro to the Company. (Mar. 13. 1 p.)

On the same day Jean La Vergne acknowledges owing the Company the sum of 1000 livres, or as discounted, 500 livres, for a slave named Facon, delivered to La Vergne by Philippe Somme, settler Aux Allemands. Payable one year from date, with mortgage security.

- Mar. 12.** **Rene Petit**, traveler, owes a total sum of 1727 $\frac{1}{4}$ livres to Gerard Pery, for cause duly set forth and promises to pay on return from Illinois, or in September, 1740, with mortgage on all his property.
2 pp.
Acknowledgment of debt.
- Mar. 12.** **Report** of sealing and listing the town property of late Bertram Jaffre, alias La Liberté. Household goods and slaves. Mr. G. Pery, executor, is left in charge thereof. (Duplicated in good script.)
6 pp.
Succession of Bertram Jaffre, alias La Liberte.
March 19. Will probated.
March 24. Mr. D'Auseville opposes removal of seals and sale of goods until he be paid the sum of 25 livres as vouched by statement which he produces, together with 30 barrels of rice, likewise avouched. Item, Pierre Piquery files a claim of 57 livres.
- Mar. 16.** **Arbitration Agreement.** Antoine Meullion and Joseph Castan agree to arbitrate certain disputes of theirs in regard to a plantation leased by A. M. to Castan, in vicinity of Cannes Brulées. Mr. M. names Sieur Masse; Mr. C. Francois Noyon.
1 p.
Agreement to arbitrate.
- Mar. 16.** **House on Bourbon Street.** He leaves a widow and two minor sons, Jean and Jean Baptiste, aged 19 and 12 years respectively. Partly duplicated in good script. Fantastic ink drawings on outer cover.
6 pp.
Inventory of property. Estate of late Jean Barbot.
- Mar. 17.** **A consignment of blankets** by ship L'Aimable Susanne of La Rochelle, to Mr. Paul Rasteau of New Orleans, had been unpacked on board for economy of storage. Of these blankets 240 were damaged by water and rats, and the estimate of loss is set at the value represented by said number of 240 blankets.
1 p.
Report on damaged blankets.
Signed: Provost (Captain of ship); Rasteau. (Faded.)
- Mar. 17.** **Claude Trenaunnay de Chanfret** and J. B. Guillon sign certain trading arrangements.
4 pp.
Contract of trade signed and cancelled.
May 10, 1740. Parties voluntarily cancel their foregoing compact.
- Mar. 18.** **Francoise Gautreau**, Royal storekeeper at New Orleans, and Joseph Le Kintrek, alias Dupont, acting also for his partner, Blanpin, stipulate that Le Kintrek shall furnish all the raw deer-skins from a given Indian district (name slur-

red), whereas Gautreau will export the skins at his risk to France and will pay a specified net margin to Le Kintrek.

Mar. 21.
23 pp.

Inventory of
estate of Jaffre.

Comprising various possessions of the late Jaffre, alias La Liberté. Torn portion pp. 1-7 (including business papers), tar plant, across the lake, at site named Montfoucart, ten leagues from town; pp. 13-20 (dated March 28). Plantation on the river, three leagues and a half below New Orleans and on same side, pp. 20-23. Sundry boats and dugouts listed at the tar plant. Large wooden vat.

Mar. 22.
4 pp.

Partnership
agreement.

Between Gerard Pery and Pierre Ricart for trade on basis of common outlay and half profit or loss from local base, Pointe Coupée, whither Ricart will betake himself to run business on their land acquired past February 25 from Frederic Leonard. This arrangement is to last one year from date. Detailed accessory provisos.

Mar. 23.
Captain Provost reports the drowning of his "second captain" on the L'Aimable Suzanne and asks that his effects be sold.

Jacques Andre Provost, Captain of ship "L'Aimable Suzanne," reports the drowning of second captain, J. Rayault, who fell overboard and left some Frontignan wine, cordials, chocolate, clothing, chest and trunk. Let goods be sold in favor of Raynault's widow.

March 26, 1740. Granted. Salmon.
Large distinct script, outer edge worn.

Mar. 23.
(14658) (2827)
Sale of Negress
Bradiguine.

Adjudication of negress Bradiguine, belonging to the King, to Mr. Henry, for the sum of 2000 livres, paid cash into the hands of Colonial Treasurer of the Marine.

Mar. 24.
Opposition of
creditor of suc-
cession of Jaffre.

Attorney D'Auseville opposes division of Jaffre estate until Mr. D'Auseville is paid for 30 bbls. of rice in straw. Memorandum follows. Document blurred.

Mar. 24.
1 p.

Lease of negroes.

Messire Henry de Louboey, Deputy Commander for Mr. de Bienville, hires to Pierre Coutel, alias Larochele, negroes l'Eveillé and Chacta, for one year at 600 francs. Mr. Du Breuil promises to pay on account to Pierre Coutel.

- Mar. 28.** **Articles belonging to late Jean Rainaud**, second captain of L'Aimable Suzanne, having been observed to fall short of value, sale abated and unsold goods packed again to be returned to Madame Vve. Rainaud. Amount realized, 1136 livres.
- Further proceedings on the sale of effects of deceased seaman.
- June 25, 1740. Captain . . . Jacques André Prevost of said ship deposited in Recorder's office the sum of 700 livres in Colonial funds, which partial proceeds of sale he has failed to negotiate.
- Mar. 28.** **List of articles** belonging to Madame Veuve Faguier. Net proceeds, 228 livres. Received by Veuve Faguier to Mr. Henry, April 8, 1740.
- Sale of Personal effects.
- March 28.** **Receipt to Mr. Carriere**, executor of estate of Hobert, the sum of 25 livres for schooling of Pierrot and Louis from March 1, 1739, to September 1, 1739.
- (13890)
Slip.
- A school teacher's bill.
- Signed: J. Sautien.
- Mar. 29.** **Madame Julienne de La Brosse**, fearing it to be more burdensome than lucrative to bear the consequences of her joint property arrangements with her late husband, Francois Larche Grandpré, herewith renounces the same and restricts herself to her dowry and to certain clauses in her marriage contract, dated November 17, 1730.
- Renunciation of community.
- June 4, 1740. Communicated to Joseph Chapron, guardian of Julienne Larche Grandpré.
- Mar. 29.** **Marriage Contract of Jean Frederic Leonard**, son of Jean Baptiste Leonard and Marie Porrea and Marie Françoise Aubert, minor daughter of deceased Pierre Aubert and Marguerite; a native of New Orleans, Bishopric of Quebec, her tutor, Sr. Joseph Carriere, stipulating for her. Signed: Mari Françoise Auber, Jean Baptiste Leonard, Le Duc, Joseph Carrie, Roumier, Merle, Caron, Jahan and Henry.
- (14293)
(2794)
1 p.
- Marriage contract.
- (14666)
1 p.
- Memorandum of various purchases made at different times for Miss Aubert. Total: 507 livres, 12 sols.

- Mar. 29.** **Pierre Brou**, alias Belledeau, settler Aux Allemands and his wife, Marguerite, acknowledge owing to the Company the sum of 2592 livres for negroes furnished by Company to work on their plantation. Obligation payable in two equal installments, in course of 1740 and 1741. Mortgage security retained.
- Acknowledgment of debt to the Company of the Indies.
- Mar. 30.** **Joseph Assailly**, tradesman and merchant at New Orleans, to (name left blank), for proceeding with reference to division of his parental estate. He is joint heir with his sister, Demoiselle Amriette Assailly. Detailed instructions follow.
- 2 pp.
Power of attorney.
- Mar. 30.** Power of Attorney. Joseph Assailly to his wife, Jeanne Creuze, who dwells usually in Paris, for selling their goods in question.
- 1 p.
- April 1.** **Memorandum of Account.** A blurred and scarcely legible array of barber's charges against sundry patrons of Wigmaker La Pierre.
- Barber's bills.
- April 1.** 2 pp. **Nicolas Antoine**, soldier in detachment of Marine troops, native of Metz, Lorraine, to (name in blank), for collecting his paternal heritage.
- Power of attorney.
- April 2.** **Procureur General Fleuriau** notes the death of François Larche, who had engaged some slaves belonging to his minor niece, for hire of 2840 livres. The deceased left his affairs in poor shape and his widow declines to interfere. Let contract be rescinded and the slaves (one of them, an infant, is dead) be advertised anew. Granted, and Widow Larche shall pay hire, to date.
- 4 pp.
Petition to revoke lease of slaves.
- April 6.** **Marriage Contract** of Jean Baptiste Saucier, native of Mobile, and Demoiselle Marie Rose Girard, native of Bayou St. John.
- 4 pp.
Marriage contract.
- Procureur General Fleuriau approves and orders registration of contract, the same to be executed as it stands.

- April 6.**
4 pp.
Inventory of property belonging to late Jean Rainau, second captain of the Aimiable Suzanne.
- Invoice of Chocolate** (100 lbs. at 40 sols per lb.), cordials and wine, amounted to 462½ livres. Memorandum signed by Rainau at La Rochelle, 10 October, 1739, shows the bearings of said invoice.
Subjoined particulars, April 6, 1740, on the finding of Rainau's body about three leagues below New Orleans.
- April 8.**
Memorandum of account.
- List of goods** which Louis Boissiere committed to Mssrs. Bienvenue and Mathurin for transport to Illinois. Total bill, 3061 livres, 8 sols.
- April 8.**
3 pp.
Suit for loss of merchandise and for damages.
- Louis Boissiere** formulates his claims against one Bienvenu. He had arranged with Bienvenu and Mathurin for transit by dugout to Illinois. By various mishaps and by fault of Bienvenu, plaintiff has lost 3845 livres, and he further demands 3000 livres by way of damages. Judge Salmon allows action and Bienvenu is cited April 12, 1740.
- April 11.**
(14369)
1 p.
Lease of slaves by auction.
- Notice to Public** of auction lease of slaves. Three negroes, two negresses (property of Company) and two young negroes, of estate of Joseph Larche, to be leased to highest bidder for two years. Signed: Lenormand.
In sequel to Court sentence of April 2nd, the Larche slaves are awarded to Sr. Guillon for 2000 livres. He later (May 10) transfers them to Mr. Francois Jahan for same sum. Mr. Joseph Villars Dubreuil stands as security for latter.
June 23, 1742. Joseph Chaperon, guardian, receipts for 2000 livres.
- April 11.**
1 p.
Application for permission to sell house is opposed by a creditor.
- Petition to Council** by Francois Roujot for permit to sell a house on Bourbon Street. Signed: E. F. Roujot.
May 15, 1740. Protest against above sale by Sr. Prevost, as agent of the Company, until full payment of Sr. Roujot's debt to said Company.
- April 12.**
Settlement of debt to the Company with discount for promptness.
- Receipt** by J. B. Faucon Dumanoir, Company's Agent, to Recorder Henry, for 7984 livres on account of Sr. Lassus Marsilly and his deceased wife in their status as joint conjugal debtors. Discount for promptness. Checked by Raguet, April 16, 1740.

- April 12.
1 p.
A similar transaction. **Receipt to Recorder Henry by J-B. Faucon Dumanoir, Company's Agent, for sum of 574 livres, 9 sols, on account of joint conjugal obligations contracted by late Sieur and Dame Trepagnier. Discount for promptness.**
- April 13.
1 p.
Slaves killed while in service with the army. **Report of Dead Slaves. Officer Drueillac, charged with an expedition against the Tchikachas, certifies to the death of three negroes belonging to Mr. D'Alcourt and ordered with said expedition by Mr. Bienville and Salmon.**
- April 14.
Slip.
Power of attorney. **Undersigned Ricard authorizes Mr. Pery, merchant at New Orleans, to conclude a certain transaction in real estate. If Mr. Pery wishes to go half shares in the given plantation, he may draw up a contract of partnership to such effect.**
- April 15 4 pp.
Marriage contract. **Francois Dode, alias St. Quentin, hunter by trade, native of St. Quentin in Xaintonge, and Marie Neven, native of Rochefort.**
- April 17.
1 p.
Contract to serve on rivers. **Francois Gaspard agrees to serve Claude La France, Illinois traveler, for term of one year at 250 livres, whereof 60 livres are paid in advance. Duties include loading and unloading dugouts and rowing.**
- April 18.
3 pp.
Marriage contract. **Mathurin Hon, alias La Bonté, blacksmith, native of La Pommeraye in Anjou, and Perrine Nezette, widow of late Jean La Corte.**
- April 18.
Sale of slaves. **Property of Messrs. Couturier and Rasteau. Proceeds to appear to stand: 20,893 livres. P. Rasteau receipts to Recorder Henry for 8871 livres, the portion accruing to P. R. (Badly faded.) Document opens under date April 11, as though corrected from April 18.**
- April 18.
1 p.
Inventory of property. **House and site in Bourbon Street and some household goods belonging to Madame veuve De la Coste. Total valuation, 1263 livres, 13 sols.**

- April 21.**
1 p.
Fur trade agreement.
- "Aux Houpelousas."** Blanpain and LeKintrek agree that if either of them would withdraw from their compact as regards peltries from the Atakapas and Houpelousas, a substitute partner will not be allowed. Item, if B. and LeK. obtain monopoly right, it shall stay vested in the partnership and may not be transferred.
- April 22.**
1 p.
Memorandum of ship repairs.
- Certified statement** of some indispensable work on Le Comte de Maurepas of Bourdeaux. Repairs include caulking, some new rigging and new planking to replace what had been destroyed by a cannon shot. Sundry signatures; that of JZOVPGOIN being carefully carved.
- April 22.**
Suit to recover value of slaves drowned while in service.
- Petition to Superior Council** by Pierre De Lorme, stating that he hired a negro from one Chenier and that said Chenier abandoned his barge with the said (?) negroes on it, who from fright drowned themselves, and he prays to be paid for said loss.
- April 22, 1740. Sr. Chenier cited before Council by order of Salmon and notice thereof served on him by Sheriff Lenormand.
- April 23.** 1 p.
Notices to witnesses and parties in suit.
- Court Summons** by Sheriff Lenormand on sundry designated parties to appear at 8 A. M. for hearing in suit moved by Sieur Boissiere vs. Bienvenu.
- April 23.**
8½ pp.
Testimony in suit of Boissiere vs. Bienvenu.
- Some of the witnesses** more or less remotely support this or that fact in favor of Boissiere. None of the evidence tends to prove the extent of their losses. Incidents of an attack by savages. No note by Court in conclusion.
- April 23.**
1 p.
Acknowledgment of debt.
- Martin Ficquet**, soldier in Marine detachment, owes Nicolas Ployat, alias Duchateau, likewise a soldier in Marine detachment, the sum of 800 livres for stated advances and promises to pay on first draft drawn on his Paris guardian, Mr. Col, architect. Mortgage security.
- April 25.**
Suit for value of coat left with a tailor for repairs.
- Petition to Superior Council** by Jean Robin, to order Sr. Jean Gat, tailor, to pay for coat which was given him by Sr. Robin to reverse and which was stolen from him. Said coat is worth 50 livres. Citation issued to Gat by Salmon and notice served on him by Sheriff Lenormand.

April 25.
1 p.

Contract for corn.

Old Contract recorded whereby Estienne Durau-
tois (Duratay) engages to make good within
three months from date, the quantity of 100
barrels of maize, at Mr. La Liberté's tar pit;
provided that Mr. La Liberté lend his boat to
E. D. for conveying the corn and negroes for
manning the boat. Stipulated price, 200 livres.
New Orleans, 3 September, 1735.

Etienne Duratey disclaims owing the debt
in question, seeing that the corresponding pro-
visos were not fulfilled. He offers testimony
to this effect in the persons of Messrs. Brezil-
lier and Brosset.

April 25.
3 pp.

Marriage contract.

Pierre Francois Cousin, carpenter, native of Bour-
bourg, diocese of Lille, and Marie Françoise
Reinard, of New Orleans.

April 26.
6 pp.

Report on piracy.

Captain Bernelot and other officers and seamen
of Le Comte de Maurepas, review the main
circumstances of their overhauling by Jamaica
pirates, whose pretext was an alleged state of
war between England and France. But the
object of the present memorial is to protest
damage and recover claims. Well preserved.

Another report covering statement (3 pp.)
of the plunder, at the hands of the English,
perpetrated on board the Comte de Maurepas
from December 15, 1739 till January 11, 1740,
while the pirates retained the said ship and
sojourned therein. Losses are listed with par-
ticular names of the plundered. (For instance,
Antoine Jofre, sailor; a hat, three pair of
shoes and a shirt.)

April 26.
6 pp.

Another report of damages to the ship (6
pp.) (Well written with technical nautical
costs.) This document presents a statement of
injuries to the ship during conflict in the night
of December 14 and 15, 1739. Items are
grouped under Foremast, Mainmast, Mizzen-
mast, Broken Pulleys, Sails and lists of articles
robbed and consumed; stolen goods from car-
go being also noted. A riotous quantity of
drink and two fat pigs are conspicuous items
under consumptions, plunder and sundry rob-
bries.

April 26. **Francois Brunet**, blacksmith, agrees to teach his trade to a negro belonging to Messrs. Assaily and Daunous. Term of four years prescribed at 150 livres by way of fee. Proviso in case apprentice fails to prove adapted in the first 18 months.

1 p.

Contract of apprenticeship.

April 27. **Pierre Courtand**, Lieutenant of the vessel *Les Deux Anges*, Captain Chapellet, reports that he was ordered by Captain C. to *Pointe Coupee* while said vessel was moored at New Orleans. When remonstrant came back, the Captain had sailed for Pensacola and is now supposed to be bound for Vera Cruz. The remonstrant objects to being left thus unwarrantably in the lurch and will charge his expense account to those lawfully responsible.

2 pp.

Protest of officer of a vessel purposely left behind when she sailed.

April 28. **Power of Attorney**. (French translation follows Spanish original.) In substance: Don Joseph Octavio Perfecto, being about to sail for the port of San Christobal de la Avana, gives general business powers to innkeeper, Jean Gonzal (Gonzales).

3 pp.

Power of attorney.

April 28. 1 p. **Dame Francoise Rolland**, Spouse of Jean Estephan, alias Rocancour (she signs "laroconcour") has come down from *Pointe Coupée*, being so authorized by her husband, on purpose to sue *Sieur Herbert*, and intends to stay at the cost of whom concerned until the suit be decided, her traveling expenses being included for both ways.

A lady from *Pointe Coupee* comes to New Orleans to sue *Sieur Herbert* and announces she will stay to the end at his costs.

April 30. **Francois Boyer** and his wife, Marie Jacobine Robline, asks leave to sell a negro named Congot, and a negress named Martewards, discharging debt of the late Andre Cressemont, former husband of the present Madame Boyer.

1 p.

Petition to sell slaves.

Granted, provided proceeds be turned over to the Company. Signed: Salmon.

April 30. **Sergeant Bartelmy Du Bic** of Captain d'Auteville's Company, asks leave to sell lot No. 224 in Bourbon Street.

1 p.

Petition to sell real estate.

Granted if advertised as usual. Salmon.

May 6; May 23, 1740. Sheriff Le Normand has advertised the matter three times, nobody opposing.

April 30.
(14717)
(2850)

5 pp.
Marriage
contract.

Between Antoine Chauvin Delery, a native of Mobile, in the Province of Louisiana, Diocese of Quebec, on the one part, and Delle Charlotte Faucon Dumanoir, daughter of Sr. Jean Baptiste Faucon Dumanoir, Agent of the Company of the Indies in this Colony, and of deceased Charlotte Le Jaloux.

Document in good condition.

(To be continued in July Quarterly.)



**INDEX TO THE SPANISH JUDICIAL RECORDS OF
LOUISIANA
XVII.**

January - March, 1774.

(Continued from January, 1927.)

By LAURA L. PORTEOUS

1774—January 2.
Francisca, Louis and Andres
Adam, minors, petition to
appoint Juan Bautista
Nicolas curator at lites.
No. 3758. 66 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

This action seeks from the widow of a deceased curator of the minors an account of the gestion of that officer. A settlement was reached on this issue, and a partition was made between the coheirs, major and minor, winding up their several interests in the estate of their deceased parent.

The three Adam minors aver that they are more than 14 years old and that their curator ad bono, Andres Tete, has died without giving an account of their estate. His widow is guardian of his estate but petitioners have no one to represent their rights to ask the widow to turn over to them their legitimate paternal and maternal property. They name Juan B. Nicolas their curator ad lites and pray the Court to appoint him after he has accepted and taken oath. The Court grants this relief and Nicolas qualifies, naming Francisco Lioteau as bondsman. Whereupon Unzaga

on Odoardo's advice issues an order appointing Mr. Nicolas to the curatorship. This order is the equivalent of letters in modern practice.

Two exhibits are presented by the curator, viz.: the proces-verbal of the deliberations of a family meeting held August 11, 1768 by order of the Superior Council to appoint a tutor for the Blondin (Adam) minors. The members of this family meeting were Alexis Connard, called Laforest, special tutor ("tuteur subrogee"), Andry, assistant engineer, cousin by alliance of the minors, Nicolas Ducret or Ducree, called Belhumeun, Nicolas, Sr., gunsmith for the King in this Colony, friends; Mr. Tete, saddlemaker, brother-in-law to the minors; Mr. Langlois, undertaker; Guenard, glazier, friends. This meeting recommended Mr. Tete, their brother-in-law, as tutor, and this is approved by the Superior Council. The second exhibit is a receipt whereby Andres Tete acknowledges to have received from Francois Louis Brian, a former tutor of the minors, 18,144 livres in notes of the Colony, being the amount of their shares in the successions of the late Nicolas Adam and his wife, with interest.

Curator Nicolas thereupon asks that Maria Joseph Adam, widow of Andres Tete, former tutor, be ordered to give an account of the administration of the estate as every day she is selling some of her slaves and some of them may belong to these minors. He further prays the Escribanos of the Cabildo be ordered not to draw up any acts of sale for any property belonging to the widow until she gives the necessary account.

This petition is sent by the Governor-Judge to the Assessor and under his advice the Court orders that within five days the widow of Andres Tete must render the said account. An order is also entered directing the Escribanos to draw up no written acts for the alienation of property by the Widow Tete.

Nicolas now reiterates his plea for an accounting and Francisco Broutin, curator ad lites for the Tete minors, appears pleading that he has nothing to do with the administration of the estate which Mrs. Tete holds and that she has not given an accounting because she has no attorney. He asks that she be ordered to name one immediately with warning that on failure one will be named for her officially and he asks that the accounting be made within another five days.

Unzaga on Assessor Odoardo's advice rules: Let the attorney for the minors solicit from the widow the documents that he needs and from her the instructions necessary for her representation.

Acting for the widow, Broutin later on files an account and the vouchers consisting of bills, receipts, etc. He recapitulates the account as follows.

Summary ("Resumen")

Credit ("Cargo").....	2177 pesos 2 reales	maravedi
Debit ("Data")	3600 pesos 0 reales $\frac{1}{2}$	0
	<hr/>	
	1422 pesos 6 reales $\frac{1}{2}$	0

With this as his start, he says that it is evident the Adam minors owe their late curator 1422 pesos, $6\frac{1}{2}$ reales. That their curator knows this and it is inconceivable that he should enter upon a lawsuit where he can get nothing, particularly as both sets of minors are insolvent. He prays that Nicolas be ordered to abide by this accounting and that he be condemned to pay costs caused or to be caused. The Court orders this account to be sent to Mr. Nicolas, curator.

In reply Juan Bautista Nicolas, curator, pleads that before his death, Andres Tete consumed the greater part of the quotas belonging to the Adam minors and died insolvent without leaving property sufficient to pay them. He had, however, put out at interest with Mrs. Boisclair, a certain sum belonging to the minors which is all they can hope to recover, and this being

evident to the parties, Mrs. Tete has proposed to abandon or surrender to the Adam minors the loan to Mrs. Boisclair and others due to her own account and likewise all rights which may belong to her under certain contracts that her late husband made for the minors. She will also pay the costs to date. Nicolas recommends the acceptance of this proposition and prays His Lordship to call witnesses, under oath, to declare whether it is not more favorable to the said minors to accept these terms than to continue the prosecution of the suit. He further prays should the testimony favor this, let the suit be settled accordingly. The Widow Tete consents to this and signs the petition. (Signed) Nicolas. (Signed) Marie Joseph Adam, Widow Tete.

Unzaga rules: Receive the testimony that is offered and done, judgment will be rendered.

Leonardo Mazange, Francisco Lioteau and Esteban de Quinoñes, each in a separate declaration, say that they know the interested parties and that it will be most advantageous to all to settle on the terms referred to in the curator's petition rather than to prosecute the suit to the end, as the parties have almost nothing and it is evident that the costs would consume this small amount.

Unzaga on Odoardo's advice rules: With the merits resulting from the foregoing testimony, His Lordship says that he must give and does give the power to Juan Bautista Nicolas, curator to the Adam-Blondin minors, to settle the litigation pending against the heirs of Andres Tete. Assessor's fees 3 reales.

The record contains a copy of the "transaction" dated May 2, 1775, executed under the order of the Court, between Maria Joseph Adam, widow of Andres Tete, late curator to the minor children of the deceased Nicolas Adam, called Blondain or Blondin, for one part, and Juan Bautista Nicolas, present curator of said minors, whereby the litigation is adjusted in accordance with the terms agreed on. This is presented to the Court on behalf of the minors, Francisca, Luis and Francisco (Andres) Adam Blondin.

A petition is subsequently filed by Curator Nicolas, averring that he has received all the money which belongs to the Adam minors, in conformity to said settlement and saying that a partition should now be made under a schedule to be drawn for the purpose. That no division of the succession of the deceased parents of the minors has been made between the co-heirs. Some of them have already received all that is coming to them. He further asks that Marie Joseph Adam Tete be ordered to produce the receipts of those heirs who have received a portion of their inheritance in order that these sums be entered in their due places in the mass of the estate so as to make a partition according to law. This is granted and a

series of receipts are exhibited, showing payments to the major children of Mr. and Mrs. Adam, deceased, between 1764 and 1770, in full or on account of their several shares in the estates of the decedents, which payments were made by Brian, a former tutor and by Tete, the recently deceased tutor.

Thereupon Juan B. Nicolas, curator, petitions reiterating his previous allegations that no division has been made of the estates of Mr. and Mrs. Adam, although some of the heirs have already received more than is coming to them. He asks that a partition be now ordered to be made in due form. He shows that the inventory made at the time of the death amounted to 18,144 livres in old paper money of the Colony, reduced to a two-fifths loss by order of His Most Christian Majesty, making it amount to 2177 pesos, 2 reales. That it is proper to establish the portions of all the heirs and to compel those who have received too much to return it to the mass of the property.

The heirs of Adam and wife are named by him as follows: 1. Juan B. Adam, 2. Maria Joseph Adam, widow of Andres Tete; 3. Juana Adam, wife of Antonio Connard; 4. Marguerite Adam, wife of Juan B. Nicolas; 5. Fanchonnetta, 6. Francisco, 7. Louis, 8. Andres, 9. Nicolas Adam, deceased, among whom the partition must be made.

Unzaga on Odoardo's advice rules: Proceed to the division of the property according to the schedule drawn up for distribution and make the partition on the basis of the estate as fixed in the receipt of Andres Tete, subject to the reduction by two-fifths as aforesaid, the partition to be made among the children and heirs mentioned in the foregoing petition, entrusting the division to Don Andres Armesto, after accepting this duty and qualifying (taking oath) and this done, return his schedule to the Court for sentence. Assessor's fees, 10 reales.

As it will unquestionably interest all professional students of these old records, we transcribe the partition made by Armesto the judicial accountant. We should add that Manuel Andres Lopez Armesto was judicial accountant for many years under the Spanish rule. In the beginning the escribano in charge of a case taxed costs, etc., but after that the Contador Judicial taxed all costs and effected partitions.

Division and Partition of the property left at the death of Nicolas Adam, called Blondain.

In the city of New Orleans on the twenty-second day of the month of December of the year year one thousand seven hundred and seventy-five, I, Don Manuel Andres Lopez Armesto, Judicial accountant named by Señor Don Luis de Unzaga y Amezaga, Brigadier of the Royal

Armies and Governor General of this Province, having seen and examined these proceedings based upon the appointment of a Curator ad Lites for the minors Blondain with the rest deduced by the interested parties. I make the division and partition of the said estate in the following manner:

Body of the Estate

P^s. R^s. M^s.

Firstly the Body of the Estate is made of the sum of three thousand one hundred and fifty-one livres ten sols, that Mr. Brian, first curator of these minors delivered to Maria Joseph Adan, to-day Widow Tete, in Notes of the colony which, reduced by a two-fifths loss, amount to three hundred and seventy-eight pesos and twenty-five and a half maravedi

378- -25½

Of the sum of four thousand six hundred and fifty-eight livres, four sols, five deniers that the said first curator delivered to Juan Bautista Adan in notes of the Colony, that likewise reduced by a two-fifths loss, amounts to five hundred and fifty-eight pesos, seven reales and seventeen maravedi.....

558 7 17

 937 81½

Of the three thousand seven hundred and fifty-seven livres and thirteen sols received from the first curator, M. Brian, Gil Alexo Connard, as Curator of Antonio Connard, his son and Juana Adan, his daughter-in-law, which amount having been in notes of the Colony reduced by two-fifths loss, makes the sum of four hundred and thirty-eight pesos and seven reales

438 7

Of the sum of two thousand eight hundred and ninety-six livres, five sols, that the second curator, Andres Tete delivered to Juan Bautista Nicolas, husband of Margarite Adan, in notes of the Colony that, reduced by a two-fifths loss amounts to three hundred and forty-seven pesos, six reales, seventeen maravedi

347- 6 -17

 1723 5 25½

Of the sum of eighty pesos in hard silver that the deceased Nicolas Adan received from the second curator, Andres Tete.....

80

Of the sum of five hundred and seventy-one pesos, five reales, seventeen maravedi, that proceeds from the abandonment made in the agreement by the Widow Tete, sister of these minors, of the debt that the Widow Boisclair owed to them.....

561 5 17

Full amount of the Body of the Estate, two thousand three hundred and sixty-five pesos, three reales, eight and a half maravedi.....	P ^s . R ^s . M ^s .
	2365 3 8½

There is deducted from the foregoing the sum of forty pesos, twenty-five and a half maravedi to which the costs of these proceedings amounts	40 25½
--	--------

Besides the eighty pesos that Nicolas Adan received, who died intestate and without succession	80 120 25½
--	------------

There remains to be liquidated two thousand two hundred and forty-five pesos, two reales, seventeen maravedi, which partitioned among the eight living heirs, gives to each one the following:	2245 2 17
--	-----------

To Juan Bautista Adan for his respective one-eighth part, two hundred and eighty pesos, five reales, ten and one-half maravedi and one-eighth of a maravedi.....	280-5-10½-⅛
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To Maria Josepha Adan, Widow Tete for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi, besides an eighth of a maravedi.....	280-5-10½-⅛
--	-------------

Juan Adan must receive for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides one-eighth of a maravedi	280-5-10½-⅛
--	-------------

Margarita Adan has to have for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides one-eighth of a maravedi	280-5-10½-⅛
--	-------------

	1122-5- 8 -¼
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Fanchoneta Adam must have for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides an eighth of a maravedi.....	280-5-10½-⅛
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Francisco Adan will have for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides an eighth of a maravedi	280-5-10 $\frac{1}{2}$ - $\frac{1}{8}$
Luis Adan must receive for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi.....	280-5-10 $\frac{1}{2}$ - $\frac{1}{8}$
	<hr/>
	1964-5- 5 $\frac{1}{2}$ -1/7
Andres Adan has for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides one-eighth of a maravedi	280-5-10 $\frac{1}{2}$ - $\frac{1}{8}$
	<hr/>
	# 2245-2-17

Note

There does not exist in effective money after the costs are paid more than five hundred and twenty-one pesos, four reales and twenty-five and a half maravedi; Juan Bautista Adan, Maria Josepha Adam, Juana Adam, and Margarita Adan are responsible for the sum of six hundred and one pesos and seventeen maravedi that must be returned to the mass, so that the heirs remaining who have received nothing may receive them.

The part that each one must restore for having received over and above his and her share is:

Mrs. Tete ninety-seven pesos.....	97	
Juan Bautista Adan two hundred and seventy-eight pesos with seven reales	278 ..	7
Juana Adan one hundred and fifty-eight pesos and one real.....	158 ..	1
Margarita Adan sixty-seven pesos with seventeen maravedi.....	67 ..	17
	<hr/>	
	# 601	17

But as according to the arrangement made in the agreement, there must be remitted for these heirs who have not received, the amount that results Mrs. Tete alone owes, they will be obliged to be reimbursed to them the five hundred and

four pesos and seventeen maravedi that the last three entries amount to.

With this note the partition is faithfully and legally made, saving error of the pen or addition to which I refer if there should be any. New Orleans, December twenty-fourth of the year one thousand seven hundred and seventy-five.

Manuel Andres Lopez
Armesto, Judicial Accountant.

January 24, 1776, the heirs of the Adam estate express themselves as satisfied with the foregoing partition and pray the Court's approval thereon, and an order that all abide by it, interposing its authority and judicial decree. This is sent to Odoardo for his legal advice and on the 27th of the month Unzaga rules: With the consent of the parties His Lordship says he must approve and does approve of the foregoing account, division and schedule for partition of the property left at the death of Nicolas Adam, called Blondin, and consequently he orders that they abide by it. He interposed and did interpose his authority and judicial decree as was petitioned, according to law.

January 7.

**Juan Baptista Richard vs.
Joseph Roth.**

No. 4. 3 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almon-
ester.

Redhibitory action to annul sale of
a slave.

Plaintiff presents an act of sale dated "Kabakan Nossie," October 30, 1773, by which he acquired from the defendant a slave woman called Marie, with a crippled infant daughter bearing the same name, for 1750 livres payable cash, by means of this act he will become owner of the slaves. Signed: Roth and Perret. He alleges he purchased the negresses for 350 pesos, supposing that they were on the vendor's plantation at the Acadian

coast, that the mother was sold to him as having no bad habits nor defects, the seller claiming he had the order to sell them as belonging to Widow Pery who needed the money to pay her debts; that this was not true because Mr. Roth bought the slave from Mrs. Pery while she was in the prison in this city when she was caught with some fugitive negroes, so she has this defect of character. Mr. Roth bought her for 250 pesos, her value would have been more if she were of good character, but Mrs. Pery gave her at this price to be rid of her. The petitioner is poor and of an age needing a good slave to help him. He was deceived in the sale when he took her as a good subject for both house and field work. Maria continues to run away and is today in the public prison of this city. He asks

justice of the Court. This is sent to Roth, who resides in Manchac, and citation is sent there to appear within five days. The record contains no further proceedings.

The prayer of the petitioner is a legal curiosity.

"To this end the suppliant prays very humbly to Your Lordship that you deign to attend to the above complaint because the suppliant presents these writings to Your Lordship solely in order that he may receive from Your Lordship the justice that should be right and that he will not cease to pray to God that Your Lordship's life be prolonged many years. New Orleans, January 7, 1774."

January 10.

Juan Perret vs. Michael Triloux and Francis Faucheux, his wife.

No. 3792. 7 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

To recover a debt with attachment of debtor's property.

Plaintiff sues to recover a loan of money evidenced by a certified copy of notarial act, claiming thereunder that Mr. and Mrs. Triloux or Friloux, owe him jointly 330 pesos. The debt has matured and has not been paid. He therefor asks for a writ of execution. He also alleges that defendants have a house in the city which they may sell pending this suit and the escribano should be ordered not to pass any sale

for said property. The Court orders the writ issued and Nicolas Fromentin, Deputy Sheriff, reports to the Escribano that he seized two chairs and a dwelling house on St. Louis Street, situated between the properties of Widow San Germin (Germain) and Mr. Regnier, and that he placed the same in charge of Joseph Ducros, General Receiver, who signs a receipt therefor. Costs taxed at 29 pesos, 2 reales.

January 10.

Andres Reynard vs. Louis de Callongne.

No. 3797. 8 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

A debt paid on judicial demand.

Defendant claims from Luis de Callongne and his wife Marie Theresa Carriere jointly 305 pesos, 5½ reales, evidenced by defendant's promise in a notarial act; the writ is ordered, but not actually issued until one year later, January 11, 1775, when Nicolas Fromentin, Deputy Sheriff,

reports to the Escribano that as soon as he showed Mr. de Callongne the writ he paid the debt. Costs taxed, 7 pesos, 5 reales.

January 10.
**Henrique Voix vs.
Juan Bobe's Estate.**

No. 9. 24 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almon-
ester.

Action on a protested bill of exchange. The defendant was the last representative of the French government in Louisiana, and was drowned while on his voyage to France. (See the entry on this subject *La. Hist. Qy.*, Vol. 9, p. 150, January, 1926.)

Plaintiff presents bill of exchange dated Paris, May 28, 1773, and claims that Bobe's estate owes him 83 pesos with costs caused by the protest in the City of Paris, which was elected by Bobe as his domicile for presentation of said bill. He asks for verification of the signature to said bill by the Escribano by comparison with Bobe's signature in the folios of public writings in his office. This verification to be delivered to petitioner to be used for his rights.

This plea is sent to Antonio Thomasin, who represents Mr.

Bobe's interests here, but could not be found in the city as he was on his plantation.

After the formality of citation Antonio Thomasin answers that it is true the bill of exchange is due but all funds of Bobe's in his hands are provisionally embargoed (seized) under the order of His Lordship in the suit of Dona Maria Theresa Pinau, Widow De Verges, and therefore he can not pay the bill and costs unless condemned to do so by His Lordship with a release of the embargo aforesaid. He prays the Court will order justice done. This is ordered sent to Mrs. de Verges.

The latter answers that Bobe owes her 8000 pesos, as set forth in the testimony concerning the loss of the frigate commanded by Captain Lawrence, which was carrying Bobe and certain property of His Most Christian Majesty at the close of the French domination in this Province. Should the funds in Thomasin's possession exceed that sum, she is willing plaintiff's debt be paid, but before this is done the Court should order the payment of her claims because she is in the greatest need, or that Bobe's funds in Thomasin's hands be put out at interest and the latter paid to her for her support. This is ordered sent to plaintiff.

He replies he has nothing in common with the rights claimed by Mrs. de Verges. The sum he demands, Bobe owed for the salary of a clerk of the French Auditor's Office and it is proven Bobe had drawn this sum from the King's funds. Plaintiff has a privilege against all of Bobe's property to the exclusion of Mrs. de Verges. He asks for execution against any and all estate left by the late Bobe up to the amount he claims its one-tenth and costs. He appoints Leonardo Mazange attorney to represent his interests.

Mrs. de Verges then reiterates that the money due her by Bobe is privileged over plaintiff's claims and superior to it because Bobe married Maria Henrieta Dorgon, her grand-

daughter three months and a half before the bill of exchange was drawn and his estate is mortgaged to her granddaughter. She asks that plaintiff's claim be excluded with costs and the money Thomasin holds be placed at interest and the latter paid to her for her support. The cause is thereupon ordered received for trial within nine common days.

In October Mrs. de Verges petitions, saying that in order to avoid a lawsuit which would be very costly, she consents to the payment of plaintiff's claim and costs and that he deliver to her the protested bill of exchange. Thomasin answers that plaintiff's claim being just he concurs without difficulty in this condition.

Unzaga on Odoardo's advice rules; that under the consent of the parties let Enrique Voix be paid the sum of 83 pesos which he claims from the estate of Juan (Bautista Valentin) Bobe, with costs and 12 reales Assessor's fees for this. The record ends with this entry.

January 17.

Magdalena Manuela Collette, wife of Coratus Colet, asks to be authorized to sell real property during the absence of her husband.
No. 10. 5 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

Magdalena Manuela, lawful wife of Coratus Colet, absent from this city, says she needs to sell her house to support herself. In order to establish this she asks that witnesses be interrogated. Questions are prepared as part of the petition, and the witnesses hereafter named testify as follows:

1st. Q. Is it not true that her husband has been absent from this city for one year and

that she does not know where he is nor when he will return?

1st A. The witnesses, Juan Durand, Luis Champion, Guillermo Dubuisson, all answer that it is evident that Coratus Colet is absent from the city for about a year, without his destination being known nor when he will return.

2nd Q. Is it not true that in all this time she has received neither a letter nor any funds and that she is in the greatest need because she has no means for her necessary support?

2nd A. All witnesses say it is true that she has had no news from her husband nor has he sent her anything for her maintenance and also that she is in the greatest need.

With this testimony in hand, Mrs. Colette or Colet, reshapes her declaration, to-wit: That it is now established by these witnesses that her husband has been away for a year, she does not know where he is nor when he will return, and she is in great need. She owns a little house in this city and from its

proceeds she can subsist and pay some of the debts she has contracted. She prays to be authorized to sell this house.

Unzaga on Odoardo's advice rules: From the merits resulting from the foregoing testimony, His Lordship says he must concede and does concede the permission solicited by Magdalena Manuel to sell her house and orders the written instrument of the sale of the house drawn up. Assessor's fees, 10 reales. The record ends here without taxation of costs.

January 17.

**Intestate Succession of a
free negress called Marton
or Martha.**

No. 3787. 12 pp.

Court of Governor Unzaga.
Assessor, (none named).
Escribano, Juan B. Graic.

The estate after paying her debts and charges, is delivered to the owner of her son, Pedro, a slave of Father Bernabe, pastor at the German Coast.

This summary is made in collaboration with the Editor.

This is the record of the opening and settlement of the succession of a free negress. It has many points of interest. It shows an estate accumulated by a free negress, consisting of personal and real property that produced at auction 164 pesos. It shows also the summary and energetic method of handling the affairs of that race and most curious of all, it shows the devolution of the estate to the owner of the slave child of the free negress. The record does not show any reason for this reversal of the ancient rule of slavery that the child of a free mother enjoyed the status of the mother.

Governor Unzaga announces on January 13, 1774, that he has just been notified of the death of Martha, a free negress who died intestate, leaving no other heirs but her son, Pedro, a slave of Father Bernabe, Pastor at the German Coast. It is reported the deceased left clothes, furniture and a house in New Orleans and owed debts and the property must be used to satisfy the same.

Escribano J. B. Garic, attests this official notice and the Governor commissions him to go to decedent's house and sell at public auction everything he finds belonging to the negress and with the proceeds, pay off all creditors after examining their claims to see if they are just.

There is an unofficial inventory made, that is, one not made by the Escribano, and there is an itemized statement of the results of the auction sale.

The sale produces 164 pesos, 2 reales, and the debts and charges amount to 115 pesos, 3 reales, leaving a remainder of 48 pesos, 7 reales.

The bills filed are for the funeral, 17 pesos, 6 reales, and Father Luis Quintanilla adds a further bill covering several items forgotten in the original bill; a free negress, Marianne Matebane, presents a bill for 31 livres, 17 sols, and Jean Ger-

man Falcon, called San Souci, sets up a claim for 22 livres, 17 sols, 6 deniers. This last was referred by the Escribano to the Governor, possibly because the claimant was illiterate and the claims improperly stated. The Governor referred it back to the Escribano with instructions to examine into it and to satisfy the same if found to be legal. The claimant evidently succeeded in doing this with the help of some prominent man in the city, for his receipt is witnessed by Luis Lioteau, while Lenoardo Mazange, a lawyer, signed for the claimant. A great pothor over a small claim.

On March 23rd, Governor Unzaga approves the account of Garic and orders the remainder of the estate paid to Father Bernabe as owner of the slave, Pedro, and the priest receipts for the same on March 26th.

January 18.

Enrique Voix vs.

Enrique Desprez.

No. 13. 5 pp.

Court of Govenor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Andres

Almonester.

Suit on promissory note.

Action on a promissory note for 2530 livres, 3 sols, or 506 pesos, subject to a credit of 102 pesos. Plaintiff has been unable to collect the remainder of the debt which he asks to have verified, and he appoints Leonardo Mazange attorney to represent his interests. Desprez verifies his obligation and plaintiff asks for a writ of execution, which Unzaga

on Odoardo's advice orders issued. Desprez was a lawyer who sometimes appears in these records in opposition to Mazange who seems to have been the official favorite.

January 18.

Sale at auction of the office of Regidor of fines forfeited to the Treasury, to fill the vacancy caused by the absence and abandonment of the office by Dionicio Braud.

No. 20. 8 pp.

Court of Govenor Unzaga.

No Assessor.

Escribano, Andres

Almonester.

See 10 La. Hist. Qtly. 147, Jan., 1927.

Martin Navarro, Treasurer Accountant (Tesorero Contador) ad interim having the functions of Fiscal of the Royal Treasury in the proceedings brought against Dionicio Braud upon his clandestine voyage and abandonment of the office of Regidor and receiver of fines forfeited to the Treasury. He thereupon declares that His Lordship (the Governor General) will dispose of this vacant office by sale in favor of His Majesty and that it be called by auction

and sold to the highest bidder and that the proceeds for said sale be entered in the Royal Coffers.

He names as Fiscals for the valuation of the office, Francisco Maria de Reggio and Don Nicolas Forstall, Regidors at the Cabildo of this city. The two fiscals named are notified

for their acceptance and oath and ordered to proceed to put a value on the office. The two appointees qualify and agree and value the office at 1000 pesos.

Three public calls are made on January 18 and 28, and February 7. On the last call Santiago Beauregard makes a bid of 1200 pesos cash for the office. This offer is taken under consideration by Governor Unzaga and on February 16 he appoints the following day for the final auction and sale which will take place in the Government house and its proceeds will be put in the Royal Coffers with the supervision of the Royal Contaduria. The next day Beauregard's offer of 1200 pesos is put up for competition. Daniel Fagot de la Garciniere bids two pesos more to be paid in cash and as there were no further bids the office was knocked down to Mr. Fagot for 1202 pesos cash.

February 18, Unzaga rules without the advice of his assessor, Whereas; As it appears from the certificate of the Ministers of the Royal Treasury, Don Daniel Fagot has exhibited (the money) which he has bid to obtain the office of Regidor of fines forfeited to the Treasury, vacant in favor of His Majesty by the abandonment of the same by Don Dionicio Braud. For the one thousand and two hundred and two pesos for which it was sold, there go with it the rights of half annats and its conveyance to Spain. It is for the Government to issue the corresponding title in due form to which effect;

February 23, Don Martin Navarro declares that he received from Daniel Fagot 378 reales, 8 maravedi in hard silver, of which three hundred and twenty (320) reales, 18 maravedi are for the half annats of the office of Regidor, deducting the 9616 reales from the proper money of its value augmented the third part and the 57 reales and 24 maravedi remaining for the 18 per centum of the half annats of its conveyance to Spain and of the expressed 378 reales, 8 maravedi of silver he made the corresponding charge in favor of the Royal Treasury in virtue of this receipt which has been recorded by him in the Principal Contaduria of this mentioned army and Province. (Signed) Martin Navarro.

378 reales and 8 maravedi of "silver are recorded."

(Signed) Martin Navarro.

February 23, Navarro writes a second receipt stating that he has received from Daniel Fagot 9616 reales of hard silver which he delivered in this Treasury, being the price for the value at which the office of Regidor was adjudicated to him, which office had been previously filled by Dionicio Braud and to be declared vacant and at the favor of His Majesty because Dionicio Braud abandoned it and made a clandestine voyage to a foreign dominion as appears from the proceedings brought to this end, the originals of which are in the possession of the Escribano of war and the Royal Treasury, Don Almonester y Rox-

as. (See this case, Nov. 23, 1773, 10 La. Hist. Qy., 147, January, 1927.) And for the said 9616 reales of silver he has made a corresponding charge in favor of the before mentioned Royal Treasury on the strength of this receipt, which has been recorded by him in the Principal Contaduria of this army and forenamed Province. (Signed) Martin Navarro. In the margin is written: "9616 reales of silver are recorded." (Signed) Martin Navarro.

Note: In the appraisal and sale of the office of Regidor and Receiver of Fines the price is reckoned in pesos, but in Navarro's receipts it is called hard silver reales and maravedi. The details may seem obscure but the translator could not make them any clearer.—L. L. P.

January 18.

Santiago Jaquet vs. Maria Theresa Levielle.

No. 5. 26 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

Suit by a third person to compel husband living separate from his wife to pay board and lodging and debts of the wife; no decision.

Santiago Jaquet, soldier of the battalion, states that for three years he has had the defendant in his house, that she was supposed to pay him for food and lodging, but her board has never been paid. He asks that she verify his claim. This she does and plaintiff then asks defendant's husband, Philippe Flotte, be called upon to pay for his wife's support.

Flotte answers he has been separated from his wife for many

years and is not responsible for her debts. She has her rights and he has his fixed by their marriage contract in which it is stipulated that neither one is liable for the other's obligations.

When their separation took place he agreed to pay his wife an annual pension of 60 pesos, this he has done regularly and to allow her the use of the slave, Rosa, and her two children to serve her and, except for these, he is not obligated to her any further. While his wife has held the slaves they have tripled in value.

She has sold Rosa and her son, Philippe, to Mr. Lorraine for 280 pesos and the daughter, Mariana, to Mr. Duplessis in 1770, for 150 pesos, which amounts in all to 430 pesos, besides what he has given her.

"He has not dissipated their property, on the contrary, he has increased it and there would have been no dissention if his wife had been content to live with him as a married woman and not always to have lived and dressed as a woman of distinction without being willing to work, or without economizing in anything, forgetting that she was the wife of a sailor and now the wife of a poor soldier on half-pay who has sacrificed himself to maintain her."

The house he owns in no way belongs to his wife but was conceded to him by Mr. Dabadie on January 29, 1764.

His wife should pay her obligations to Jaquet from the funds acquired by the sale of the slaves and if she does not, he should proceed against her.

His wife still holds a slave belonging to him called Francisca, he asks that she be prevented from selling or disposing of her.

On August 5, 1774, Santiago Jaquet and Philippe Flotte arrange their differences by notarial act and apply for leave to discontinue the suit so as to avoid further expenses.

Unzaga on Odoardo's advice rules: That with the consent of both parties he orders the suit broken and cancelled, the costs to be taxed by Andres Almonester, Escribano, who fixes these at 176 reales, or 22 pesos.

Note: This record is in very bad condition, water soaked faded and almost undecipherable.—L. L. P.

January 19.—Santiago Lamothe vs. Vincent Rillieux.

No. 3781, 2 pp. Court of Alcalde Forstall. No Assessor.

Escribano, Juan B. Garic. For debt.

Suit for 55 pesos settled by debtor.

January 21.

Emancipation of Francisco Chauvin Desilet Delery, a minor of 23 years.

No. 3765. 2pp.

Court of Governor Unzaga.

No Assessor.

Escribano, J. B. Garic.

The petitioner signing himself, F. Chauvin Desillest Delery, presents certified copy of his baptismal record dated December 10, 1751, wherein Father Sebastian, Vicar, Capuchin Missionary, declares he has baptized, according to the rites of the Church, Francois, legitimate son of Antoine

Chauvin Desilet, Officer of Militia, and of Charlotte Faucon Dumanoir. The godparents were Francois Chauvin Delery and Marie de Bellile Doorville, who signed with the priest. This entry is certified to first by Father Ferdinand, Vicar, and again by Father Dagobert on January 18, 1774.

The petitioner avers that as shown in the baptismal certificate, he is 22 years old, that he is of good conduct, capable of administering his own affairs which are in the hands of strangers, and this is prejudicial to him, that though he has not attained the 25 years prescribed by law he knows how to conserve his property, having always had good example and good lessons from his mother and from his father, the late Santiago Desilet, during his life. He prays the Court to order witnesses to be heard upon this matter and after this is done to grant him emancipation permitting him to administer his property. Witnesses are called and examined and their dec-

larations sent to the Assessor. The record ends here without showing the further action of the Court.

January 21.

Joseph Moreau petitions to be put in possession of his land in Opelousas.

No. 3784. 33 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

This record is rich in historical material concerning the land and people during the Spanish period at the Post of Opelousas, the present Parish of St. Landry, La.

The petition of Moreau avers that he has been evicted from a tract of prairie land "in Opelousas," owned by him, containing

63 arpents, and now sues to be restored to the possession thereof.

The basis of his claim is that he holds through mesne conveyances from the original grantee, one Pellerin, whose title is derived from a grant made by d'Abbadie to be presently referred to.

The petition was accompanied as is usual in these Spanish cases, by a series of written exhibits tending to show the justice of the plaintiff's cause and upon this ex parte showing Unzaga issued an order to Fuselier de la Claire, commander of the Post of Opelousas, requiring him to restore the land to the possession of Moreau pending this suit.

In due course, Fuselier de la Claire reported that he had obeyed the order of the Governor General and placed Moreau in possession of the premises.

By way of this summary procedure Moreau stirred up a tremendous amount of feeling and the record reeks with the statements and counter statements of the parties in interest and their friends; charges are made against Commander Fuselier de la Claire of gross favoritism in handling land grants; "certificates" from various witnesses are in direct opposition on every fact, except where written evidence established the same, but however deeply interested these litigants may have been, the defendant did not seem to have pushed the case to a final judgment and Moreau, being in possession under the preliminary order, had of course, no interest in doing so, but fortunately this remarkable record has been preserved and it really deserves sympathetic translation and perpetuation as a whole.

Among the interesting things in the record is the original petition of Luis Pellerin to d'Abbadie on July 7, 1764, for the concession of a "prairie" in Opelousas with the cane brakes and woods surrounding it. On the reverse side of this petition signed by d'Abbadie and sealed with his wax seal is the latter's official grant in the name of the French King confirming the particular tract as described in the petition and plat annexed.

D'Abbadie was the officer sent by the French Ministry to Louisiana after the secret cession to Spain; he was called

the Director of Louisiana and while he exercised the powers of a Governor until his death, history tells us very little about him, and the finding of this grant signed by him is worth noting in this Index.

There are also Spanish grants by Governor Unzaga concerning the land in controversy or adjacent tracts and these are very interesting and doubtless will be the subject of study now that the record has been located and noted.

February 8.—Eustaquio Fortin vs. Francisco Carriere.

No. 11, 8 pp. Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

Suit in the Governor's Court to collect 28 pesos, followed by execution.

February 21.—Joseph Rott (Roth) vs. Claudio Coffigny.

No. 3799, 4 pp. Court of Governor Unzaga. No Assessor named. Escribano, Juan B. Garic.

Suit on note for 100 pesos; defendant verifies signature and plaintiff asks for execution.

February 21.

Santiago Roman vs.

Enrique Desprez.

No. 3800. 11 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

Seeking an account of defendant's administration as curator to the plaintiff.

Plaintiff claims 1723 pesos is due by defendant as balance under letters of Curatorship and administration of plaintiff's property and also for 100 pesos salary. After the usual delays, defendant acknowledges the first item and reduces the second to 60 pesos. On plaintiff's application execution is issued and Nicolas Fromenton (Deputy Sheriff?) re-

ports he has seized one chair and left the writ open for further action.

Plaintiff alleging the facts above set forth saying that no other movables having been found, he now asks to have four named slaves of the defendant seized, appraised and placed in charge of the General Receivers, and this is granted by the Court.

Fromenton goes to defendant's plantation to execute the order and demanded the slaves but defendant would not produce them and on the contrary told the officer to fulfill the duties of his office and go look for the negroes "in the mountains," and the latter after due search returned without them.

In April the parties report they have arranged their differences. They ask to be permitted to discontinue the proceedings and plaintiff has been paid what is due him by his

Curator ad lites for his share of the paternal and maternal estates.

February 23.—Luis Bernard vs. Francisco Carriere.

No. 3763, 7 pp. Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic. To collect a note of 50 pesos.

Defendant verifies signature and execution is issued.

February 26.

Salmon Prevost as in charge of the affairs of the Company of the Indies vs. Francisca Ruelland, widow of Membrede.

No. 3790. 5 pp.

Court of Governor Unzaga.

No Assessor named.

Escribano, Juan B. Garic.

Plaintiff seeks to enforce an ancient debt alleged to be due the Company of the Indies, but seems to have made a waterhaul.

See also entry, March 14, No. 3788, for a further attempt by plaintiff to recover this debt from Pellerin's widow and children.

Indies, but that during the 37 years Mr. Pellerin has been dead she has not known nor seen any person who has asked her anything concerning the Company of the Indies. In a marginal note Garic states that to obtain the declaration he has taken one entire day with a beast of burden and provisions for the journey.

March 6. Salomon Prevost sets forth that as it appears from the foregoing declaration the succession of the late Gerardo Pellerin owes a debt to the Company of the Indies. He asks to have Mrs. Membrede declare in whose hands the estate belonging to the succession may be found, and from whom she heard that he owed the Company of the Indies. March 9, she declares under oath that she can not absolutely remember whom she had heard say that the succession of Gerardo Pellerin owed the Company of the Indies because of the length of time that has passed. She is guardian of the estate and holds it as tutrix for her children. The record ends here with Garic's marginal note as above.

Plaintiff says that in his capacity as charged with the affairs of the Company of the Indies, Mrs. Membrede owes him 22,400 pesos without prejudice to a larger amount and though he has made many attempts to collect he has not been successful. He asks to have the note verified. The defendant is ill and makes her home on her plantation. He requests that her declaration be taken in the country. This declaration she makes on March 4 at her plantation, situated three leagues below the city. Under oath she says she has heard it said that the late Gerardo Pellerin owed the Company of the

March 7.
**Anonio, a mulatto,
 belonging to the Deshotels
 succession petitions for his
 freedom.**

No. 3757. 38 pp.
 Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, Juan B. Garic.

A slave sues the heirs of his former owner for his freedom, producing a paper granting the same, duly witnessed and signed by her, but the Court held the writing invalid for want of form and denied the relief.

She is now in extremis and declares that this is her last will which she signs in the presence of Goudeau, surgeon; Antoine Bordelon, her brother; Baptiste La Court, Meullion, her husband, and Riche, Du Doight; (Estepha, or Stephan) signs in a postscript. (Apparently at a later period this declaration was paraphrased by Juan B. Garic.)

On the strength of this instrument Antonio prays for his liberty. His demand is contested by the minor heirs of his late owner who repudiate the simple piece of paper, contending the deceased left a will drawn up at Pointe Coupee by the Commander of that Post in which no mention is made of Antonio's emancipation.

Plaintiff answers that a dying declaration is legal when attested before seven witnesses, although five are sufficient even when the said declaration is not executed as a public notarial act. The instrument he has presented conforms to law.

The minor heirs reiterate their contention that the dying statement is defective inasmuch as Stephen did not sign as a witness to the body of the document but to a postscript after the transaction was finished. They allege that he has since stated he was not present and did not hear the same but that the contents were explained to him by Bordelon and then signed. They aver that all the other witnesses are either brothers of the deceased, her friends or her husband. They urge that the mulatto's pretensions be annulled as erroneous and the Court impose perpetual silence upon him and condemn him to pay costs.

The Court orders the case to go on trial, the plaintiff is first to publish his proofs, he propounds five questions. The witnesses, who are all the signers to the declaration except Stephen testify at Pointe Coupee before Balthazard De Villiers, Commander there, and their depositions are transmitted to the Court in New Orleans. The witnesses are Pierre Francois Du Doight, Jean Baptiste La Court, Jean Louis Richer, Pierre Gou-

Petitioner presents a so-called "simple piece of paper," dated Pointe Coupee, September 19, 1773, which is a dying request of the Widow La Pointe (Anna Estephania, alias Roquancourt, wife by first marriage of Deshotels, called La Pointe, and by second of Mr. Meullion), wherein she says she has forgotten in her will to free the mulatto named Antoine. She obtained this slave from her brother-in-law on condition that she liberate him after he had served her for four years.

deau, Ennemond Meullion, Antonio Bordelon, Stephen, called Roquincourt. The questions and answers are as follows:

1st Q. Is it not true that the deceased after making her will said that she had bought the mulatto from her brother-in-law to free him?

A. "Yes."

2nd. Q. Did she not declare that she had given him his freedom on condition he serve her for four years?

A. All say "yes."

3rd Q. Is it not true that this was her last will as she declared it to be?

A. "Yes."

4th. Q. Is it not true that she declared that the mulatto was as free as if his liberty had been given him before a notary?

A. They do not know.

5th Q. Is it not true that there was no notary at Pointe Coupee?

A. There was no notary there but the Commander had the power to act as such and to pass all necessary acts.

Stephen's deposition is somewhat different. He says he is extremely deaf and did not understand anything but that he was present and that his daughter had wished to free Antonio but he did not know if she had done so before a notary or not.

The proofs of the opposition are simply a reproduction of the petitions already filed, then both litigants ask for the definitive sentence, which is pronounced by Unzaga on Odoardo's advice on June 14, 1775. This begins with the usual formalities that after reviewing the evidence in the case His Lordship says that he must declare and does declare the plaintiff's intention (the technical name of his pleading) as unproven and that the paper he has produced is of no value, incapable according to law to produce the effect that is proposed and in consequence he condemned and did condemn him to perpetual silence and orders that the costs be paid by the heirs. Costs are 52 pesos.

Antonio on July 21, and Leonardo Mazange, curator of the Deshotel's minors on August 2, both set forth that the time for appealing the case has passed so they ask to have the definitive sentence decreed to be as consented to and passed in the authority of a thing adjudged. This decree is given by Unzaga on Odoardo's advice and the suit is ended.

March 7.

Antonio Cavelier vs.

Santiago Carriere.

No. 374. 26 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

The parties are brothers-in-law and plaintiff's suit on a note for 160 pesos is met by defendant with a plea that the debt was paid by the service of a slave delivered to plaintiff and still retained by him. Other defences relate to the affairs of the inher-

itance of plaintiff's wife handled by the defendant.

Evidence is offered pro and con on the issues raised in the pleading and after the case reaches the stage ready for a hearing it is not further prosecuted.

March 9.
**Guillermo Boissieu, curator
of the Dutillet minors vs.
Augustin de Macarty.**
No. 3759. 15 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

To collect rent.

Plaintiff, curator ad bono to the minors, Pedro Dutillet and Maria Maret de la Tour, claims that defendant rented a plantation with the slaves and live stock belonging to his minors, for three years beginning September 15, 1772, for 225 pesos a year, who subleased to Francisco Doriocourt. He asks to have the funds that the latter is about to pay to Macarty seized to secure what is due his minors. Defendant acknowledges the lease but says he has turned the premises over to Doriocourt for the same price and terms. The funds were seized in Doriocourt's hands and paid to plaintiff with costs taxed at 31 pesos, 3 reales.

March 14.
**Salomon Prevost vs. the
Membret Succession.**
No. 3788. 46 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

To collect a debt due the
Company of the Indies.

See on this same subject the
entry Feb. 26, No. 3790.

In order to prove his demand plaintiff asks for certified copies of inventories made at the time of the death of Louis Gerardo Pellerin, who left a widow, Francoise Ruellan, afterwards wife and widow of Mr. Membrede, together with two children, Francoise Pellerin, wife of Barthelemy de Macarty, and Louis Gerardo Pellerin, Jr.

This inventory is produced; it was made April 12, 1737, and together with the proceedings taken at the time, shows that the two Pellerin heirs turned over the entire estate with its assets and liabilities to their mother to be administered by her as long as she wished. She was their tutrix during their minority, Mr. Claude Joseph Villars Dubreuil having been appointed subroge (special) tutor.

There is also a certified copy of the proceedings, dated November 21, 1764, by order of Mr. Dabbadie, Director General and Commander of the Province, where it is shown that Louis Piot Delaunay, Counsellor-Commissioner on the case, went to the Greffier's office to make an inventory and give a description of the contents of a box of papers that Mr. de Membrede, absent, left with Mr. Volant, late Commander of the Fourth Company of the Swiss regiment.

This box was opened in the presence of witnesses and in it was found a bundle of papers containing forty receipts for supplies furnished by Mr. Prevost as agent of the Company of the Indies but nothing else appertaining to Mr. Pellerin's affairs with the said Company. The rest were Mr. Membrede's private business.

An inventory was taken of the contents of the box and with the consent of the Procureur General of the King the same was left with Mr. Ducet as Mrs. Membrede's agent, to be produced in Court on demand.

With these documents as the basis of his rights the plaintiff asks to have Francisca Reullan (Mrs. Pellerin-Membrede) turn over to him the papers, accounts and registers which are necessary to him for the security of his claim, these to be delivered in the presence of the Escribano and his Notary so as to enumerate them.

Before this matter can be attended to Francisca Ruellan dies on June 2, 1774, whereupon Prevost asks the Court to take possession of her effects, as all papers appertaining to her first husband's affairs with the Company of the Indies are among her things. These are necessary to his cause. He asks that the estate remain undivided and that an inventory be made of it immediately and that the heirs be forbidden to dispose of anything until this suit is finished.

The inventory is taken, consisting of the usual household effects, clothes, silverware, live stock, slaves, a plantation comprising 22 arpents front by 40 deep with a dwelling house; this real property is situated three leagues from the city on the other side of the upper river.

Bartolome Macarty, husband of Francisca Pellerin, and Louis Pellerin, through their attorney, Francisco Broutin, answer Salomon Prevost's belated action against their father's estate to collect 22,400 pesos, setting forth that his claim is false, imaginary and without foundation.

They further allege that though plaintiff represents himself as being in charge of the affairs of the Company of the Indies, he has presented no authentic document to prove his pretensions. What he has shown is nothing more than a cession of rights made by the heirs of the deceased Juan B. Prevost to another Juan B. Prevost and the procuration of the latter to Salomon Prevost to receive what will come to the legatees.* He has not presented any obligation or note of the deceased Gerardo Pellerin.

Mrs. Membrede's declaration simply states† that she had heard it said that her first husband owed the Company of the Indies but she did not remember by whom said. Mr. Pellerin

*See this transaction, 9 La. Hist. Qlty., p. 143, January, 1926.

†See that case entry February 26, 1774.

has been dead for 37 years and during that time no one has presented any authentic document to prove the claim.

The heirs and their mother had entered into an agreement to pay Mr. Pellerin's debt to the Company by equal portions according to what they had received from the succession if the debt is just and according to any contract, obligation or note executed in due form when presented and if valid and not prescribed and should Salomon Prevost hold the general power of all the directors of the Company.

Nothing has been found in the inventories to justify the claim nor in the box now in Mr. Ducret's keeping either, which is proof positive that no debt is due, but granting there was a debt the law on this subject prescribes debts of any and all kinds for creditors after ten years and twenty years for absent claimants.

Mr. Prevost was here in the Colony with defendant for 37 years but never presented his claim. Therefore they ask that this suit be excluded as the plaintiff has presented neither the instrument upon which he bases his action nor his credentials to act for the directors of the Company and to condemn him to pay costs.

The record ends here and plaintiff apparently took another waterhaul.

March 14.—Henrique Voix vs. Santiago Carriere.

No. 12, 5 pp. Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester. To collect a note.

Plaintiff presents defendant's note for 431 livres, 5 sols, made to the order of Mr. Villefranche, which has come into his possession, which he wishes to collect. The debt is verified and the record ends with this declaration.

March 15.

Concursus of creditors of Louis Populus.

No. 3795. 301 pp.

Courts of Alcaldes

Nicolas Forstall,

Carlos de la Chaise

Santiago Livaudais.

Assessor, Cecilio Odoardo.

Escribano, Juan Garic.

After 15 suits for debt against the defendant had been entered in the Courts of Alcaldes Forstall and de la Chaise a "Concursus" is ordered to insure an equitable distribution among the creditors and to prevent waste of the assets. Fifteen small folios covering these suits are bound together and the case proceeds.

All original contracts, notes, obligations, judgments by the Superior Council, bills, etc., are filed and many new creditors enter suit, among them Luis and

To establish contradictorily the estate of the insolvent debtor and to make an equitable distribution thereof among the creditors.

Joseph Populus, sons of the defendant, for their shares from their mother's estate inherited from their maternal grandmother, Mrs. Gervais.

The settlement of the estate of Juana Kerruley Populus (the defendant's wife) is involved in the "Concursus" and according to the account and sworn statement of her testamentary executor, Francoia Braquier, amounts to 1803 pesos, 2½ reales, after all legacies and debts are paid, and this is turned over to her two sons whose attorney receipts for it.

After the sale of the property and effects of Louis Populus and after all obligations to his wife's estate are paid there remains 1246 pesos, 6 reales to be prorated among his creditors. These claims were passed on and regulated by the Court. Some reduced and others rejected completely, because of insufficient evidence, the length of time the debt has been standing before any attempt was made to collect and other reasons given by the Alcaldes.

The division of the 1246 pesos, 6 reales is made by Manuel Andres Lopez Armesto, Judicial Receiver (Contador Judicial) and is as follows:

	Reduced from:		to:
Martin Braquier	343 livres	26 pesos	7½ reales
Louis Antonio de Callongue.....	6749 "	494 "	4 "
Nicolas Lambert	335 "	6 "	4½ "
Pedro Chauvert	200 "	15 "	6½ "
Louis Azur de L'Homme.....	222 p. ½ r.	43 "	7 "
Louis Ranson	120 livres	9 "	5½ "
Louis Boisdore	525 p. 6½ r.	103 "	7 "
Widow Moreau Olivier	25 p.	9 "	6 "
Antonio Thomassin	40 p.	9 "	5½ "
The mulatto, Simon Calpha.....	116½ p.	45 "	6½ "
Charles Tarascon	29 p.	11 "	5 "
Stephen Vaugine	53 p.	20 "	7 "
Louis and Joseph Populus.....	487 p. 7 r.	115 "	6 "
Henry Desprez	337 p. 10 r.	17 "	6 "
Andres Almonester	230 p.	90 "	7 "
The heirs of Mrs. Piquery.....	35 p. 1½ r.	8 "	4 "
Widow Pore	300 p.	29 "	6½ "
Messrs. Fournier & St. Pe.....	83 p.	32 "	6 "
Nicolas Le Duc	40 p.	15 "	6 "
Juan B. Herbuet	71 p. 3½ r.	28 "	5 "
Mrs. Broutin de la Ronde.....	172 p.	107 "	7 "
Total.....		1246 "	6 "

Costs taxed at 386 pesos, 4½ reales. The suit ends October 7, 1776.

March 17.

The heirs vs. The Succession of Francisco Hery called Duplanty.

No. 3775. 52 pp.

Court of Alcalde Nicolas Forstall.

Assessor Cecilio Odoardo.

Escribano, Juan B. Garic.

To prevent the sale of property by one having the usufruct of it only.

Leonardo Mazange, as defender of Carlos Hery and curator of the Blondeau and St. Martin minors, co-heirs of the succession of Francisco Hery, called Duplanty, alleges that it appears from the proceedings taken at the time of the decedent's death the sum of 3321 pesos, 6 reales, should come to each heir. Duplanty's widow has contracted a second marriage and the estate has been

attacked by several executory suits; there have also been lost by death a number of negroes on the plantation.

He prays that Magdalena Brazillier, widow by her first marriage of Francisco Hery, called Duplanty, and wife by her second, of Enrique Desprez, give bond for the amount due the heirs or else turn over to them their inheritance. This she refuses to do because it is stipulated in the marriage contract with Duplanty that the survivor would enjoy all the estate in full ownership as his or her own without the formality of giving bond to anyone. Therefore she is not obligated to do so.

Filed in the same folio is a second suit, Francisco Broutin as curator ad lites to Maria Juana Hery vs. Enrique Desprez, in which it is stated that Maria Juana is the minor heir of Luis Hery, brother of Francisco Hery, called Duplanty, and according to the inventory and schedule for partition of the Hery succession, there should come to his minor 3325 pesos, 6 reales, which Magdalena Brazillier, as guardian of her first husband's estate, holds in her possession. She has dissipated and is dissipating it. Each day many slaves are lost either by death or through running away. He, too, asks that his minor be paid her inheritance or else bond be given for the full amount. Enrique Desprez as second husband of Mrs. Magdalena Brazillier Duplanty, opposes the payment of the claim for the reason given to the petition of Mazange, representing the other minors.

Broutin alleges that Mrs. Desprez is disposing of the property of the Hery Duplanty estate as though it were her own though she has only the usufruct of it. Citing as an example that she sold a house to Francisco Bouligny, another to Santiago Beauregard, and a plantation on the Bayou to Santiago Tarascon, and is arranging to sell other real property. He asks that no notarial acts be executed for the sale of houses, lands or slaves. He further alleges that although Mrs. Desprez was to have the use of the property as long as she lived, her second marriage changes her status and requires her to give bond so that her first husband's heirs may not suffer an injustice and that she has not the right to dispose of the estate when

she has only the use of it. As the matter now stands, in the three years she has had the estate she has disposed of or wasted more than half. This is what she has sold:

House to Santiago Beauregard	4,000 pesos		
" " Francisco Murphy	1,000	"	
" " Francisco Bouligny	3,000	"	
Plantation to Santiago Tarascon.....	1,300	"	
Schooner to J. B. Poeyfarre and J. Augraud.....	600	"	
Live stock	1,596	"	4 reales
Wrought silver	1,573	"	3 "
Collected J. Chalon's note to Duplanty.....	600	"	
" " J. B. Aubert's note.....	301	"	6 "
" " Abrahan Guitro's note	72	"	6 "
" " Dubertrand's note	800	"	"
Slaves lost by flight Alexandro.....	200	"	"
" " " " Colas.....	140	"	"
" " " " Francisco.....	300	"	"
" " " " Honorato.....	240	"	"
" " " " Raphael.....	300	"	"
" " " " Antonio.....	260	"	"
" " " " Langulo.....	260	"	"
" " " " Naneta.....	240	"	"
" " " " Juan Luis.....	300	"	"
" " " " An Indian, Cupidon.....	100	"	"
Thirteen slaves have died, valued at 240 pesos each...	3,120	"	"
Total.....	20,104	"	3 "
All property received by Mrs. Desprez as by inventory.....	26,606	"	6 "
	6,502	"	3 "
The claims of the four heirs at 3,325 p. 6 reales equals.....	13,303	"	
Deficit.....	6,800	"	5 "

He further alleges there still remain some debts to collect but the greater part of the debtors are insolvent and as these probably will never be collected it will not make up enough to pay the heirs their inheritance and if the mother continues to sell the remainder of the estate as she is attempting to do, there will be nothing left for the minor heirs.

He reiterates his plea that no act of sale be executed for the rest of the property until the minors are paid, or else that bond be given unless the heirs are paid in full, and that an inventory be made of what is left of the estate since during the three years that Mrs. Desprez has held it she has wasted and diminished it by more than 20,000 pesos.

Broutin further asks to unite with Mazange in the proceedings against the defendant so as to avoid costs. Petitions granted and Alcalde Forstall on Odoardo's advice orders Desprez to give bond within three days.

Desprez contests giving bond but agrees to give Juratory Security ("Caution Juratoria"). He claims that the money

acquired from the sale of the Duplanty property has been used to buy other and more valuable real estate such as fields and also a mill to make boxes for sugar.

Broutin refuses to accept juratory security as he says it is contrary to law since the widow has disposed of the estate and it is no longer in her possession.

He also opposes the action taken in selling the houses and buying a plantation and mill as it changes the valuation of the estate as it existed according to the inventory and appraisal made at the time of Mr. Hery-Duplanty's death.

He will take nothing for his minors except 3325 pesos, 6 reales in hard money, and no other way.

If it is true as Desprez says that the house and lands have depreciated much in value and that he has sold useless things to buy and convert into other and better investments such as the farm and mill, it becomes necessary to make an inventory and valuation of all the estate so as to show what has been bought to compensate for the amount lacking.

It is unfortunate, he says, to have to lose some slaves by death but this loss must be charged to Mrs. Desprez' account and not to the minor heirs.

Forstall on Odoardo's advice orders Desprez to give juratory security as he has offered to do. Broutin and Mazange accept Forstall's verdict and ask for a taxation of costs. The case ends on August 31, 1774.

Luisa Duplanty, wife of Francisco Blache, brings suit in the Alcalde's Court four years later to compel Enrique Desprez to account for sale made since the furnishing of the juratory bond in the present case. She is met by the plea that defendant is a military officer and suable only the Governor's Court and the plea is maintained.

In Alcalde Guido Dufossat's Court on July 14, 1778, Francisco Blache, husband of Luisa Blondeau, heiress to Francisco Hery, surnamed Duplanty, presents their marriage certificate and sets forth that it is convenient to his rights that he be given a copy of Desprez' juratory security.

This request is complied with and a copy of this personal bond is filed with the record.

Blache further asks for certified copies of the acts of sale for the Duplanty property which Mrs. Desprez has already sold. This petition is granted and the copies are also filed with the suit.

Blache then states that in order to prepare his action it is convenient to his right that witnesses be called to give testimony on the disposal of the Duplanty property by Henrique Desprez and also for them to declare if it is not true that within about the last four months Desprez has lost about 8000 pesos of his wife's estate.

Desprez reports the suit of Blache to the Court of the Governor General (de Galvez). A certified copy of his petition and

Galvez' decree are filed here saying that Desprez has been notified that Blache has entered suit against him in the Court of Alcalde Guido Dufossat, which in his capacity as Captain he is not required to answer, being suable only in the Court of the Governor General. He asks for a despatch notifying the latter of his privileges and directing Blache to transfer his case to this Court.

Galvez orders the despatch sent to Dufossat so as to notify him of the privileges Desprez enjoys of suing and being sued in the Governor General's Court alone, and to stay all proceedings in the lower Court.

Blache agrees to carry his cause to the other Tribunal because it is just. The record ends here.

March 23.

**Carlota Constancia Fagot
vs. Pedro Harpin de la
Gautray (Gautrais).**

No. 3771. 9 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

To collect a note.

The plaintiff presents the original note dated October 6, 1763, for 82 pesos due for many years. Defendant acknowledges the debt and Mrs. Fagot asks for a writ of execution. De la Gautrais answers he has absolutely nothing with which to pay but if she will wait until November he will meet his obligation. The

plaintiff says she can not wait for her money and reiterates her plea for execution. The Court orders the note paid within five days. The record ends here.

March 28.

**Juan Baptista Robin vs
Simon Durieux.**

No. 3798. 2 pp.

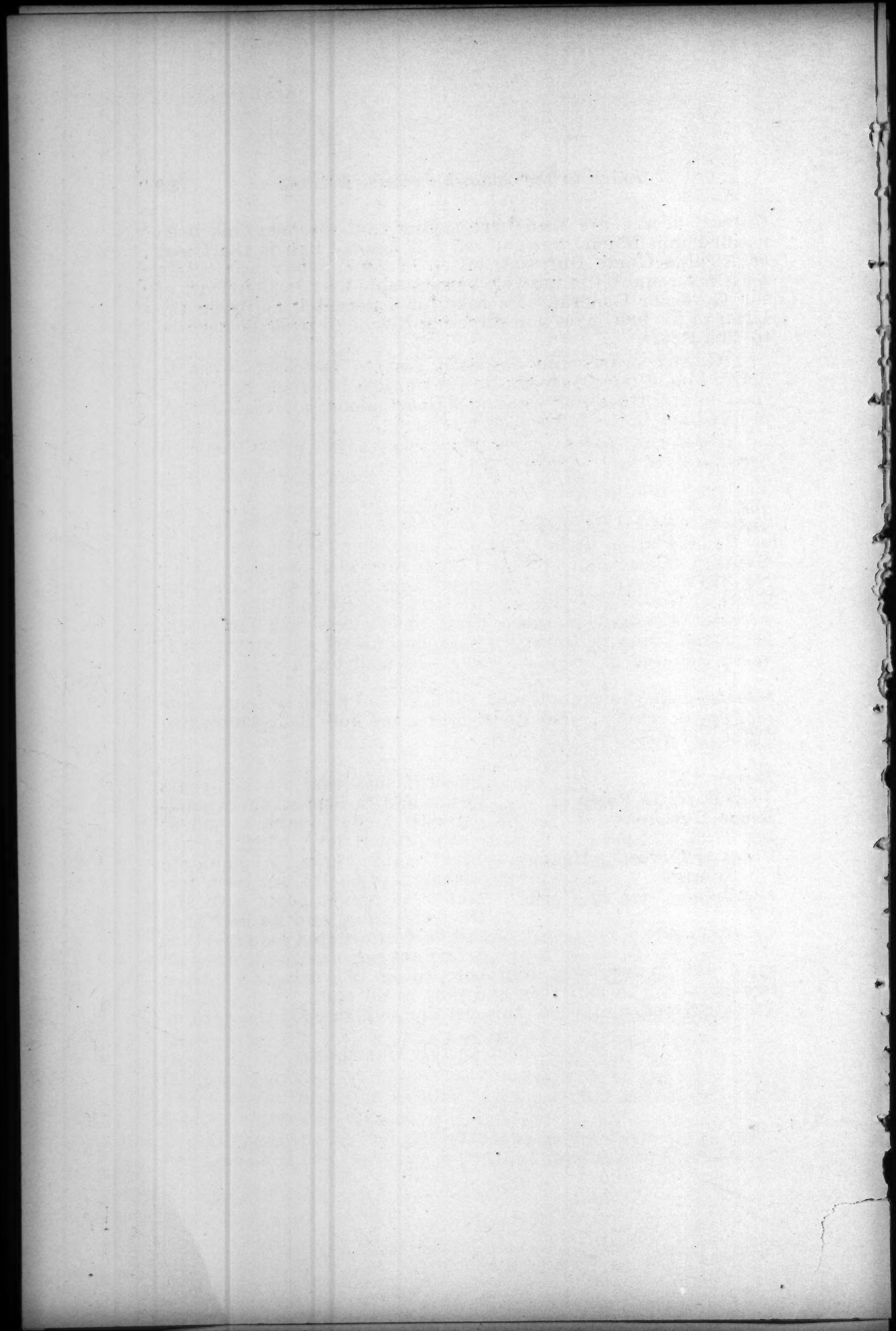
Court of Governor Unzaga.
No Assessor.
Escribano, Juan B. Garic.

To collect a debt.

Plaintiff says that for six years he has had various accounts pending with the defendant, a resident of the upper river, which he has tried many times to liquidate without avail. He has been forbidden to communicate with Mr. Durieux' house and he asks that this debt be ordered paid and that defendant appoint an attorney or

some one to represent him here so as to settle the matter immediately and amicably and thus avoid costs. The defendant is ordered notified of this petition, which ends the record.

(To be continued in July Quarterly.)



STATEMENT OF THE OWNERSHIP, MANAGEMENT, CIRCULATION, ETC.,
REQUIRED BY THE ACT OF CONGRESS OF AUGUST 24, 1912, of the Louisiana
Historical Quarterly, published quarterly at New Orleans, Louisiana, for October,
1927.

State of Louisiana, Parish of Orleans, ss.

Before me, a Notary Public in and for the State and parish aforesaid, personally appeared Henry P. Dart, who, having been duly sworn according to law, deposes and says that he is the editor of the Louisiana Historical Quarterly and that the following is, to the best of his knowledge and belief, a true statement of the ownership, management, etc., of the aforesaid publication for the date shown in the above caption, required by the Act of August 24, 1912, embodied in section 411, Postal Laws and Regulations, printed on the reverse of this form, to-wit:

1. That the names and addresses of the publisher, editor, managing editor, and business managers are:

Publisher, The Louisiana Historical Society, The Cabildo, New Orleans, La.; editor, Henry P. Dart, 1022 Canal Bank Bldg., New Orleans, La.; managing editor, none; business managers, none.

2. That the owner is The Louisiana Historical Society, whose members are Gaspar Cusachs, Pres.; Edw. Alexander Parsons, 1st Vice-Pres.; Andre Lefargue, 2nd Vice-Pres.; James A. Renshaw, 3rd Vice-Pres.; W. O. Hart, Treasurer; Henry P. Dart, Archivist and Editor; J. Mitchell Pilcher, Recording Secretary; Henry M. Gill, Corresponding Secretary.

(Signed) HENRY P. DART.

Sworn to and subscribed before me this 16th day of September, 1927.

JOHN DART, Notary Public.
(My commission expires at death.)

